

June 21, 2016  
City Commission Room, 701 N. Jefferson, Junction City KS 66441

Mayor Mick McCallister  
Vice Mayor Phyllis Fitzgerald  
Commissioner Jim Sands  
Commissioner Pat Landes  
Commissioner Michael Ryan  
City Manager Allen Dinkel  
City Attorney Catherine Logan  
City Clerk Shawna Settles

**1. 7:00 P.M. - CALL TO ORDER**

a. Pledge of Allegiance.

**2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

**3. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

[a.](#) Consideration of Appropriation Ordinance A-12 dated-June 1st 2016-June 13th 2016 in the amount of \$1,593,851.47. (p.3)

[b.](#) Consideration of May 2016 ambulance contractual obligation adjustments and bad debt adjustments. (p.33)

[c.](#) Consideration of City Commission Minutes for June 7, 2016 Meeting. (p.35)

[d.](#) Consideration of City Commission Work Session Minutes for June 14, 2016 Meeting. (p.40)

**4. SPECIAL PRESENTATIONS:**

[a.](#) Presentation of Certificate of Appreciation to Officer Doug Cathey by Mayor McCallister. (p.42)

**5. NEW BUSINESS:**

[a.](#) Consider the request from Aging Well for a site option in South Park for the Aging Well Senior Housing Facility. (p.46)

[b.](#) Consideration to Award Blue Cross Blue Shield of Kansas as the Health Insurance provider for the benefits year starting 08/01/2016 and ending 07/31/2017. (p.49)

- c. Consideration of Ordinance No. G-1195 Amendment to Section 120.010 Court Costs. (p.55)
- d. Consideration of noise, animal ordinance, Resident Transient, Itinerant and Peddler waivers, street closure; authorization to discharge fireworks and to ban bicycles and skateboards for Sundown Salute from 06/30/16 - 07/04/16 in Heritage Park. (p.59)
- e. Consideration to purchase a 2016 Dodge Charger from Davis-Moore Automotive in the amount of \$25,199.00 to use as the Canine Handler vehicle. (p.65)
- f. Consideration to submit the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) application. (p.99)
- g. Consideration of revised Agreement with the Junction City Police Officer's Association for 2016, 2017 and 2018. (p.101)
- h. Consideration to Award Crack Sealing Materials Bid to McConnell & Associates, Corp. in the amount of \$18,800.00. (p.205)
- i. Consideration to Award US-77 Highway and Interstate 70 Water Line Improvements Bid to J & K Contracting, LC in the amount of \$330,861.00. (p.262)
- j. Consideration to Award General Liability and Auto Insurance Bid to Midwest Public Risk from 07-01-2016 to 06-30-2019. (p.267)
- k. Consider the Supplemental Agreement #1- Phase II Inspection and Testing Services for the 2016 KLINK project with Kaw Valley Engineering, Inc. (p.290)
- l. Consider the Agreement for Inspection and Testing Services for the 2016 Asphalt Street Maintenance Project with Kaw Valley Engineering, Inc. (p.295)
- m. Discuss the Spring Valley Road's annexation and the Sanitary Sewer Extension. (p.300)

**6. EXECUTIVE SESSION:**

- a. Executive Session for Attorney-Client Privilege. (p.379)

**7. COMMISSIONER COMMENTS & COMMITTEE REPORTS:**

**8. STAFF COMMENTS:**

**9. ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-12 dated-June 1st 2016-June 13th 2016 in the amount of \$1,593,851.47.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

June 21<sup>st</sup> 2016

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-12 dated-June 1<sup>st</sup> 2016-June 13<sup>th</sup> 2016 in the amount of \$1,593,851.47

**Background:** Attached is a Listing and Checks of the Appropriations for June 1<sup>st</sup> 2016-June 13<sup>th</sup> 2016

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**Appropriations: June 1<sup>st</sup> 2016-June 13<sup>th</sup> 2016**

**ACH Payment or due before next meeting**

<b><u>Columbia Capital</u></b>	<b>\$1,290.00</b>
<b><u>Wex Bank</u></b>	<b>\$15,711.28</b>
<b><u>KS State Treasurer</u></b>	<b>\$5,855.00</b>
<b><u>Veolia Water</u></b>	<b>\$268,708.34</b>





DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	1,492.99
			6/10/16	FEDERAL WITHHOLDING	34,822.92
			6/10/16	FEDERAL WITHHOLDING	4.91
			6/10/16	SOCIAL SECURITY WITHHOLDIN	1,013.94
			6/10/16	SOCIAL SECURITY WITHHOLDIN	6,470.78
			6/10/16	SOCIAL SECURITY WITHHOLDIN	18.06
			6/10/16	MEDICARE WITHHOLDING	237.13
			6/10/16	MEDICARE WITHHOLDING	4,466.19
			6/10/16	MEDICARE WITHHOLDING	4.22
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	6/10/16	FIREFIGHTERS AID ASSOCIATI	120.00
		JAN HAMILTON, CH.13 TRUSTEE-	6/10/16	12-41834	600.00
		KANSAS PAYMENT CENTER	6/10/16	GARNISHMENT	1,038.97
			6/10/16	KANSAS PAYMENT CENTER	303.29
		JAY W. VANDER VELDE	6/10/16	JAY W VANDER VELDE	100.00
			6/10/16	JAY W VANDER VELDE	291.87
		W H GRIFFIN, TRUSTEE	6/10/16	12-22755-13	729.23
		PAYLOGIX	6/10/16	PAYCHECK DIRECT	38.31
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	12.00
			6/10/16	GREAT WEST FINANCIAL	3,727.42
		ACCOUNT RECOVERY SPECIALISTS, INC.	6/10/16	GARNISHMENT	12.50
		FIREMEN'S RELIEF ASSOCIATION	6/10/16	FIREMANS RELIEF	213.08
		GEARY COUNTY SHERIFF	6/07/16	BOOKING FEE MAY 2016	1,652.02
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	6/10/16	I.A.F.F. LOCAL 3309	1,485.00
		JCPOA	6/10/16	JCPOA	780.00
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	541.59
			6/10/16	STATE WITHHOLDING	10,528.71
			6/10/16	STATE WITHHOLDING	4.75
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	128.59
			6/10/16	KPERS #1	2,415.96
			6/10/16	KP&F	17,413.51
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	340.71
			6/10/16	KPERS #2	1,914.60
			6/10/16	KPERS #3	546.29
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #3	532.04
			6/10/16	FLEX SPENDING-1074334	114.58
			6/10/16	FLEX SPENDING-1074334	3,053.54
		FLEXIBLE SPENDING ACCOUNT #1074334	6/10/16	DEPENDENT CARE ACCT 10743	255.74
				TOTAL:	97,425.44
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC	6/13/16	WATER-APR 2016 COL FEES	476.65
			6/13/16	DEP REFUND-CANCELLED-6/201	100.00
				TOTAL:	576.65
INFORMATION TECHNOLOGY GENERAL FUND	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	47.45
			6/10/16	MEDICARE WITHHOLDING	11.10
		VERIZON WIRELESS	5/12/16	IT DIRECTOR	61.92
			5/12/16	IT TECHNICIAN	61.92
		CDW GOVERNMENT INC	5/31/16	SQL 2014 - 50%	2,451.11
		COX BUSINESS SERVICES	6/01/16	Metro E - Municipal Buildi	1,500.00
			6/01/16	TV Charges	8.00
			6/01/16	Phone Lines - Cox	56.68
			6/01/16	Outside - FS2 Internet	47.95
			6/01/16	Channel 3 Digital Music	34.73
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	72.82
		KERIT	6/13/16	IT DEPT-WORK COMP	124.22
				TOTAL:	4,477.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	299.57
			6/10/16	MEDICARE WITHHOLDING	70.06
		CL HOOVER OPERA HOUSE	6/13/16	3RD QTR BUDGET DISTN 2016	40,000.00
		FISHER, PATTERSON, SAYLER & SMITH, L.L	5/10/16	ZIMMERMAN CASENO2015-CV-00	3,520.00
		VERIZON WIRELESS	6/02/16	573-247-2866-CITY CLERK	51.92
			6/02/16	620-532-1756=FINANCE DIR	64.92
			6/02/16	210-5380-HR DIRECTOR	51.92
			6/02/16	785-280-3591-CITY MANAGER	51.92
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Print Charges	1,467.99
		COLUMBIA CAPITAL MANAGEMENT LLC	4/30/16	BILLABLE HRS FOR 04/2016	225.00
		WOODRIVER ENERGY LLC	6/13/16	MAY 2016-700 N JEFFERSON(G	124.98
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox	188.12
		CORYELL INSURORS, INC.	4/20/16	CITY COMMISSIONER RENEW PO	100.00
		DOCUMENT RESOURCES, INC.	5/31/16	SHRED SERVICE	35.00
		PAYNE & JONES CHARTERED	5/31/16	HELDSTAB CASE NO2015-CV-00	6,600.00
		ARTHUR-GREEN,LLP	6/01/16	WOODRUFF CASE NO.2015 CV 2	4,791.25
		WILLGRATTEN PUBLICATIONS LLC	6/13/16	S-3177 SUMMARY	45.73
			6/13/16	SERVICE CHARGE	2.01
		LOGAN BUSINESS MACHINES	6/01/16	Copier Charges	395.74
		SOCIETY FOR HR MANAGEMENT	8/31/16	DUES FOR VAN HORN	190.00
		IPMA	5/31/16	MEMBERSHIP VAN HORN/SCHNUR	393.00
		KANSAS GAS SERVICE	6/13/16	700 N JEFFERSON-MAY 2016	70.40
		WESTAR ENERGY	6/13/16	700 N JEFFERSON	1,467.14
			6/13/16	MUNICIPAL BLDG-POLE LIGHT	34.42
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	269.84
			6/10/16	KPERS #2	78.47
			6/10/16	KPERS #3	130.92
		KERIT	6/13/16	ADMINISTRATION-WORK COMP	1,772.58
		KONZA PRAIRIE COMMUNITY HEALTH CENTER	5/11/16	SHEPEK FINAL HF SHOTS	74.00
			5/11/16	SNYDER FINAL HF SHOTS	74.00
			5/11/16	FARR FINAL HF SHOTS	74.00
			5/11/16	BERGMAN FINAL HF SHOTS	99.00
			5/11/16	STRICKLAND FINAL HF SHOTS	74.00
		TMHC SERVICES, INC.	6/07/16	RANDOM TESTING 97 PARTICIP	363.75
			6/07/16	RANDOM TESTING 16 PARTICIP	84.00
		CHAMBER OF COMMERCE	5/31/16	MAC BREAKFAST MCCALLISTER	12.00
			6/08/16	VIC WK BKFASTDINKEL/FITZGE	24.00
		LATHROP & GAGE LLP	6/06/16	PRO. SVC/COST THRU 05/31/2	4,543.00
				TOTAL:	67,914.65
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	183.93
			6/10/16	MEDICARE WITHHOLDING	43.02
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT .13	192.72
		VERIZON WIRELESS	6/02/16	6618 BM WILLIAMS	52.16
			6/02/16	1761 BM WRIGHT	51.92
		AIR FILTER PLUS INC	6/07/16	AIR FILTERS	317.28
		NEKOLOCKS	6/05/16	REKEY LOCKS. M.B.	96.00
		INTERSTATE ELEVATOR INC.	6/01/16	QUARTERLY SERVICE, M.B./OP	1,020.60
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	172.47
		KERIT	6/13/16	BUILD MAINT-WORK COMP	1,296.64
		CINTAS #451	6/09/16	DOOR MATS	39.84
				TOTAL:	3,466.58
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	701.89
			6/10/16	MEDICARE WITHHOLDING	164.18
		VERIZON WIRELESS	6/02/16	7130 PW FLORES	32.24

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/02/16	7131 PR DIRECTOR LAZEAR	61.92
		C & M LAWN SERVICES	6/06/16	CONTRACT MOWING 5/29-6/4	2,887.50
			5/23/16	CONTRACT MOWING 5/15-5/21	2,887.50
			5/31/16	CONTRACT MOWING 5/22-5/28	3,009.30
		COX BUSINESS SERVICES	6/01/16	WUPD - Metro E	182.50
			6/01/16	WUPD - Telephone	82.34
		WESTAR ENERGY	6/13/16	2307 N JACKSON-POLE LIGHTS	279.96
			6/13/16	1021 GRANT-FEMA LAND	23.63
			6/13/16	100 GRANT-WASH-MONT PLAZA	166.61
			6/13/16	102 W ASH-BATHROOMS-CORONA	28.96
			6/13/16	CORONADO PARK LIGHTS	18.68
			6/13/16	104 ASH-TENNIS LIGHTS-CORO	23.63
			6/13/16	RIMROCK PARK LIGHTS	131.51
			6/13/16	RIMROCK PARK & PAL	363.41
			6/13/16	NORTH PARK LIGHTS	33.44
			6/13/16	NORTH PARK LIGHTS	164.43
			6/13/16	SOUTH PARK LIGHTS	107.71
			6/13/16	SOUTH PARK LIGHTS	93.40
			6/13/16	1500 ST MARY RD-SOUTH PK B	27.15
			6/13/16	FILBY PARK LIGHTS	87.60
			6/13/16	1017 W 5TH-TENNIS	53.78
			6/13/16	511 N JEFFERSON-HERITAGE	49.04
			6/13/16	5TH ST PARK LIGHT POLES	271.82
			6/13/16	5TH ST PARK LIGHT POLES	200.74
			6/13/16	420 GRANT-BRAMLAGE	131.58
			6/13/16	920 E 5TH-SERTOMA PARK LIG	32.37
			6/13/16	CLEARY PARK LIGHTS	478.24
			6/13/16	CLEARY PLAYGROUND LIGHTS	32.87
			6/13/16	1101 W 12-CLEARY PARK BATH	28.07
			6/13/16	1020 W 11TH 1/2-CLEARY BLD	86.01
			6/13/16	RATHERT FIELD LIGHTS	58.41
			6/13/16	900 W 13TH-RATHERT FIELD	662.70
			6/13/16	RATHERT FIELD LIGHTS	133.82
			6/13/16	1200 N FRANKLIN ST	73.94
			6/13/16	200 N EISENHOWER-SIGN	23.63
			6/13/16	PAWNEE PARK LIGHT	32.87
			6/13/16	1900 THOMPSON-CONCESION	195.30
			6/13/16	302 W 18TH-BUFFALO SOLDIER	347.14
			6/13/16	2301 SVR-PLANTERS	22.70
			6/13/16	930 E GUNNER-PATH LIGHT	58.81
			6/13/16	920 E GUNNER-PATH LIGHT	67.14
			6/13/16	145 E ASH-RIVER WALK	111.45
			6/13/16	1821 CAROLINE AVE-BLUFFS	31.29
			6/13/16	900 W 12TH-PARK LIGHT	23.63
			6/13/16	5TH & EISENHOWER-SIGN	124.43
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	540.15
			6/10/16	KPERS #2	231.51
		KERIT	6/13/16	PARKS-WORK COMP	3,274.53
		MASSCO	5/26/16	P. TOWELS, GLOVES, T.P.	1,268.21
		MCCALEB ELECTRIC	5/29/16	REPAIR BREAKER, HERITAGE P	123.08
		SAM'S CLUB	5/31/16	TRASH BAGS, LEMON CLNR, TOWE	458.73
				TOTAL:	20,787.48
SWIMMING POOL	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	598.75
			6/10/16	MEDICARE WITHHOLDING	140.00
		YMCA	5/24/16	LIFEGUARD RECERT.	100.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/27/16	LIFEGURD CLASS, LAURA SEAL	180.00
		CASH-WA DISTRIBUTING	6/03/16	CONCESSION FOOD, POOL	329.45
		COX BUSINESS SERVICES	6/01/16	Pool - Internet Connection	47.95
			6/01/16	Pool - Phone	34.73
		SECURITY SOLUTIONS INC	5/31/16	SERVICE CALL, POOL	65.00
			6/13/16	ALARM CITY POOL-1017 W 5TH	15.00
		WESTAR ENERGY	6/13/16	5TH ST POOL	54.73
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	62.43
		KERIT	6/13/16	POOL-WORK COMP	1,439.96_
				TOTAL:	3,068.00
SPIN CITY	GENERAL FUND	ASCAP	6/13/16	2016-RENEWAL LICENSE FEE	337.75
		INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	300.58
			6/10/16	SOCIAL SECURITY WITHHOLDIN	18.06
			6/10/16	MEDICARE WITHHOLDING	70.30
			6/10/16	MEDICARE WITHHOLDING	4.22
		CASH-WA DISTRIBUTING	6/13/16	CHIPS,DRINKS,CANDY	350.11
			6/13/16	CHIPS,DRINKS,CANDY	258.16
			6/13/16	CHIPS,DRINKS,CANDY	382.44
			6/13/16	SURCHARGE	5.00
		VERIZON WIRELESS	6/02/16	1084 SC MGR MARRS	51.92
		ANYTIME LABOR-KANSAS LLC	6/03/16	PAINTING, SPIN CITY	839.52
			6/10/16	ALBERT KYEI, DANIEL REYES	209.88
		COX BUSINESS SERVICES	6/01/16	Spin City - Cable	100.66
			6/01/16	Spin City - Internet	47.95
			6/01/16	Spin City - Telephone	82.34
			6/01/16	SC - Metro E	182.50
		WILLGRATTEN PUBLICATIONS LLC	5/23/16	SPIN CITY ADVERTISING	124.86
		SECURITY SOLUTIONS INC	6/13/16	ALARM-915 S WASHINGTON	25.00
		WESTAR ENERGY	6/13/16	915 S WASHINGTON-GOLF-SPIN	75.62
			6/13/16	915 S WASHINGTON-SPIN CITY	984.59
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	137.42
			6/10/16	KPERS #3	68.47
		KERIT	6/13/16	SPIN CITY-WORK COMP	631.34
		SNACK EXPRESS	6/13/16	SANDWICHES,ROOTBEER,DRINKS	519.00
		THE PRINTERY	6/13/16	DISCIPLINARY FORMS-500	118.00
		THE STUFF SHOP	6/13/16	REDEMPTION PRIZES	286.65_
				TOTAL:	6,212.34
AIRPORT	GENERAL FUND	COX BUSINESS SERVICES	6/01/16	Airport - Internet Connect	47.95
		DAVE'S ELECTRIC, INC.	6/10/16	SERVICE BEACON LIGHT/BULBS	208.00
		F & R SERVICES	6/08/16	14TH ST-OPPOSITE RATHERT F	27.56
			6/08/16	AIRPORT/JACKSON ST ROW-ALL	1,091.48
			6/08/16	14TH ST TRAILER COURT AREA	82.69
			6/08/16	14TH ST-OPPOSITE RATHERT F	27.56
			6/08/16	AIRPORT/JACKSON ST ROW-ALL	1,091.48
			6/08/16	14TH ST TRAILER COURT AREA	82.69
		WESTAR ENERGY	6/13/16	500 W 18TH-AIRPORT MAIN	343.27
			6/13/16	2619 N JACKSON-AIRPORT LIG	37.61
			6/13/16	520 AIRPORT RD	52.27_
				TOTAL:	3,092.56
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	563.12
			6/10/16	MEDICARE WITHHOLDING	131.70
		US FOOD SERVICE	6/13/16	FOOD SUPPLY	150.72
		REGELMAN LIQUOR STORE	6/13/16	BEER SUPPLY	48.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		PING	6/13/16	HATS FOR RESALE	187.66
			6/13/16	HATS FOR RESALE	102.51
			6/13/16	SPECIAL ORDER MERCH	274.13
		WINFIELD SOLUTIONS LLC	6/13/16	WF AQUICARE	458.75
		COX BUSINESS SERVICES	6/01/16	TV Charges	17.22
			6/01/16	Golf - Internet Connection	59.95
			6/01/16	Golf - Metro E	194.42
		CROWN DISTRIBUTORS, INC.	6/13/16	BEER SUPPLY	144.18
			6/13/16	BEER SUPPLY	255.96
			6/13/16	BEER SUPPLY	119.88
		YAMAHA MOTOR CORPORATION, U.S.A.	6/13/16	42 YDREM GOLF CARS	3,595.00
		ALPHABRODER	6/13/16	ALPHABRODER	137.47
		FLINT HILLS BEVERAGE LLC	6/13/16	BEER SUPPLY	56.38
			6/13/16	BEER SUPPLY	213.68
		FOOTJOY/TITLEIST	6/13/16	GOLF GLOVES FOR RESALE	626.51
		HELENA CHEMICAL COMPANY	6/13/16	ARISTOCRACY	187.50
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	455.32
			6/10/16	KPERS #3	53.00
		KERIT	6/13/16	GOLF-WORK COMP	1,121.84
		SNACK EXPRESS	6/13/16	FOOD/BEV SUPPLY	434.40
		R & R PRODUCTS CO.	6/13/16	EQUIP REPAIR PARTS	82.15
			6/13/16	EQUIP REPAIR PARTS	378.06
		VAN WALL EQUIPMENT	6/13/16	DM-DIFF OWED ON INV#297894	0.02_
				TOTAL:	10,049.58
AMBULANCE	GENERAL FUND	MILITARY OUTLET, L.C.	11/09/15	RETURN JOB SHIRT	36.00-
			5/31/16	UNIFORMS SHIRTS, SHORTS, P	257.97
			6/08/16	SEW ON PATCHES	6.00
		INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	60.20
			6/10/16	MEDICARE WITHHOLDING	693.14
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 9.5	16,745.86
		VERIZON WIRELESS	5/25/16	IPAD-1	40.01
			5/25/16	IPAD-2	40.01
			5/25/16	IPAD-3	40.01
			5/25/16	223-1237 (M3)	6.70
			5/25/16	223-1238 (M4)	5.19
			5/25/16	223-1240 (M2)	6.44
			5/25/16	223-1243 (M1)	6.50
			5/25/16	223-7309 (CHIEF ROYSE)	0.00
			5/25/16	IPAD 4 - 210-9839	40.01
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color 50%	1.77
			5/31/16	Copier Usage - BW 50%	8.81
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox (50%)	71.63
			6/01/16	Fire Station 2 - Metro E 5	91.25
			6/01/16	Fire Station 2 - Phone 50%	65.11
		KOLLHOFF PHARMACY	6/01/16	ALS MEDICATIONS	873.30
		KANSAS GAS SERVICE	6/13/16	700 N JEFFERSON-MAY 2016	35.19
		WESTAR ENERGY	6/13/16	700 N JEFFERSON	733.57
			6/13/16	MUNICIPAL BLDG-POLE LIGHT	17.20
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	115.66
			6/10/16	KP&F	9,884.46
		KERIT	6/13/16	AMBULANCE-WORK COMP	25,691.30
		MOORE MEDICAL LLC	5/24/16	MEDICAL SUPPLIES	95.00
		NAPA AUTO PARTS OF J.C.	5/23/16	BRAKE ROTORS, SEALS/M2	262.02
		OMNI BILLING	6/06/16	AMBULANCE BILLING	3,021.93_
				TOTAL:	58,880.24

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
COUNTY/INS ZONING SVCS	GENERAL FUND	VERIZON WIRELESS	6/02/16	ZONING ADMINISTRATOR	35.80
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color 34%	28.14
			5/31/16	Copier Usage - BW 34%	5.83
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox	51.55
		WILLGRATTEN PUBLICATIONS LLC	6/13/16	A2875 SUP 06-01-16	68.74
			6/13/16	SERVICE CHARGE	46.16
				TOTAL:	236.22
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	18.16
			6/10/16	MEDICARE WITHHOLDING	4.25
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT .95	1,664.07
		VERIZON WIRELESS	6/02/16	ENGINEERING ASSISTANT	32.24
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color 33%	28.14
			5/31/16	Copier Usage - BW 33%	5.84
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox	96.41
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	33.45
		KERIT	6/13/16	ENGINEERING-WORK COMP	978.61
				TOTAL:	2,861.17
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	450.87
			6/10/16	MEDICARE WITHHOLDING	105.44
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT .95	1,664.07
		VERIZON WIRELESS	6/02/16	SENIOR INSPECTOR	32.24
			6/02/16	INSPECTOR INSPECTOR	32.24
			6/02/16	INSPECTORS IPAD2	40.01
			6/02/16	SENIOR INSPECTOR IPAD2	40.01
			6/02/16	INSPECTORS1 INSPECTORS	78.23
			6/02/16	INSPECTORS2 INSPECTORS	32.24
			6/02/16	INSPECTOR1 IPAD4	40.01
			6/02/16	INSPECTOR2 IPAD4	40.01
		CHAMPIONS CAR AND TRUCK WASH	6/08/16	TRUCK 728	7.30
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color 33%	28.14
			5/31/16	Copier Usage - BW 33%	5.84
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox	81.46
		F & R SERVICES	6/08/16	2109 KILLDEER DR	77.18
			6/08/16	2125 KILLDEER CT	77.18
			6/08/16	2129 KILLDEER CT	77.18
			6/08/16	2136 KILLDEER CT	77.18
			6/08/16	2112 KILLDEER CT	77.18
			6/08/16	2106 KILLDEER RD	77.18
			6/08/16	2311 OSPREY CT	77.18
			6/08/16	2322 OSPREY CT	77.18
			6/08/16	2032 SUTTER WOODS RD	77.18
			6/08/16	2018 SUTTER WOODS RD	77.18
			6/08/16	2030 TANAGER CT	77.18
			6/08/16	2431 JAEGER DR	77.18
			6/08/16	2505 JAEGER DR	77.18
			6/08/16	2522 PINTAIL CIR	77.18
			6/08/16	2502 PINTAIL CIR	77.18
			6/08/16	2611 HARRIER DR	77.18
			6/08/16	2541 HARRIER DR	77.18
			6/08/16	2601 HERON CIR	77.18
			6/08/16	1821 SUTTER WOODS RD	77.18
			6/08/16	1811 SUTTER WOODS RD	77.18
			6/08/16	1806 SUTTER WOODS RD	77.18
			6/08/16	1729 SUTTER WOODS RD	77.18

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/08/16	1623 SUTTER WOODS RD	77.18
			6/08/16	1607 SUTTER WOODS RD	77.18
			6/08/16	2518 KAREN LN	77.18
			6/08/16	2521 PAIGE LN	77.18
			6/08/16	2618 SANDPIPER RD	77.18
			6/08/16	1412 SUTTER WOODS RD	77.18
			6/08/16	2519 SAND PIPER CT	77.18
			6/08/16	2536 SUTTER WOODS CT	77.18
			6/08/16	2512 SUTTER WOODS CT	77.18
			6/08/16	2540 SAWMILL RD	77.18
			6/08/16	2511 SAWMILL RD	77.18
			6/08/16	2414 SAWMILL RD	77.18
			6/08/16	2406 SAWMILL RD	77.18
			6/08/16	2337 FORX SPARROW CT	77.18
			6/08/16	2330 FOX SPARROW CT	95.98
			6/08/16	2319 FOX SPARROW CT	77.18
			6/08/16	434 W ASH ST	77.18
			6/08/16	138 E 1ST	91.97
			6/08/16	1051 CEDAR ST	77.18
			6/08/16	LOT13 RIVENDELL ADD- RIVEN	77.18
			6/08/16	LOT12 RIVENDELL ADD- RIVEN	38.59
			6/08/16	LOT10 RIVENDELL ADD- RIVEN	38.59
			6/08/16	LOT09 RIVENDELL ADD- RIVEN	77.18
			6/08/16	LT2,BLK7 SV ADD #2 - ELMCR	77.18
			6/08/16	1313 FOREST PARK LN	108.37
			6/08/16	2715 SAGE CT	77.18
			6/08/16	1105 N ADAMS ST	77.18
			6/08/16	1208 N WASHINGTON ST	77.18
			6/08/16	1614 RABER AVE	77.18
			6/08/16	428 W 12TH ST	77.18
			6/08/16	331 W 8TH ST	77.18
			6/08/16	1520 CUSTER RD	77.18
			6/08/16	LOT21-23 BLK 25 RR SUB	38.59
			6/08/16	1405 HALE DR	77.18
			6/08/16	1309 JOHNSON DR	77.18
			6/08/16	1829 CUSTER RD	77.18
			6/08/16	416 W 12TH ST	77.18
			6/08/16	1609 N MADISON ST	77.18
			6/08/16	2025 NORTHWIND DR LOT 40	77.18
			6/08/16	1510 RUCKER RD	474.10
			6/08/16	624 W 10TH ST	77.18
			6/08/16	223 E 14TH ST	77.18
			6/08/16	220 E 12TH ST	77.18
			6/08/16	1419 WESTWOOD BLVD	77.18
			6/13/16	902 SANDUSKY DR	77.18
			6/13/16	1026 SANDUSKY DR	77.18
			6/13/16	1040 SANDUSKY DR	77.18
			6/13/16	1049 SANDUSKY DR	77.18
			6/13/16	1103 SANDUSKY DR	38.59
			6/13/16	1118 SANDUSKY DR	77.18
			6/13/16	1901 COIYOTE CT	105.69
			6/13/16	1916 COYOTE CT	38.59
			6/13/16	1916 SILVER CT	77.18
			6/13/16	935 COYOTE DR	77.18
			6/13/16	1001 COYOTE DR	77.18
			6/13/16	1116 OAKVIEW DR	38.59

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/13/16	1124 OAKVIEW DR	38.59
			6/13/16	1136 OAKVIEW DR	38.59
			6/13/16	1220 OAKVIEW DR	38.59
			6/13/16	1232 OAKVIEW DR	38.59
			6/13/16	1307 OAKVIEW DR	38.59
			6/13/16	1438 OAKVIEW DR	38.59
			6/13/16	1448 OAKVIEW DR	38.59
			6/13/16	1447 OAKVIEW DR	38.59
			6/13/16	2005 ARROWHEAD CT	77.18
			6/13/16	1180 SOUTHWIND DR	93.72
			6/13/16	1916 SOUTHWIND CT	77.18
			6/13/16	109 SUNSET	77.18
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	492.43
			6/10/16	KPERS #2	122.31
			6/10/16	KPERS #3	120.26
		KERIT	6/13/16	CODES/INSPECTION-WORK COMP	6,211.49
				TOTAL:	16,537.29
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	74.16
			6/10/16	SOCIAL SECURITY WITHHOLDIN	939.78
			6/10/16	SOCIAL SECURITY WITHHOLDIN	1,121.66
			6/10/16	SOCIAL SECURITY WITHHOLDIN	343.98
			6/10/16	SOCIAL SECURITY WITHHOLDIN	14.32
			6/10/16	MEDICARE WITHHOLDING	17.35
			6/10/16	MEDICARE WITHHOLDING	219.78
			6/10/16	MEDICARE WITHHOLDING	1,477.17
			6/10/16	MEDICARE WITHHOLDING	141.42
			6/10/16	MEDICARE WITHHOLDING	14.57
		ASSESSMENT STRATEGIES, LLC	6/08/16	PSYCH EVAL - KY	350.00
			6/08/16	PSYCH EVAL - JS	350.00
			6/08/16	PSYCH EVAL - TS	275.00
			6/08/16	PSYCH EVAL - MP	350.00
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 2.2	3,888.68
		CENTURYLINK COMMUNICATION, INC.	6/03/16	PD-MARY 2016(PHONE BILL)	1,008.49
		VERIZON WIRELESS	5/25/16	PD CELL MAY 2016	1,050.00
			6/02/16	PD-MAY 2016(CELL)761-3226	58.73
		CENTURY BUSINESS TECHNOLOGIES	6/04/16	Records Copier	157.50
			6/04/16	Investigations Copier	157.50
		STAPLES ADVANTAGE	6/13/16	TONER,MARKERS,CLIPBOARDS	589.19
			6/07/16	TONER CARTRIDGES	627.17
			6/07/16	TPAPER, PAPER TOWELS	123.71
		U.S. CELLULAR	6/13/16	0139617873 DATA PLANS	71.96
		CONTINENTAL PROFESSIONAL LAUNDRY	6/13/16	124574 UNIFORM CLEANING	7.40
			6/13/16	124576 UNIFORM CLEANING	40.70
			6/13/16	124603 UNIFORM CLEANING	57.35
			6/13/16	124607 UNIFORM CLEANING	48.10
			6/13/16	124660 UNIFORM CLEANING	27.75
			6/13/16	124666 UNIFORM CLEANING	44.40
			6/13/16	124693 UNIFORM CLEANING	33.30
		KA-COMM	6/13/16	139637 DATA BACKBONE SYSTE	150.00
			6/13/16	139637 DATA BACKBONE SYSTE	150.00
			6/13/16	139649 CORD/PALM MIC	391.04
			6/13/16	139687 LIGHTBAR #208	65.00
			6/13/16	139716 IGNITION TIMER #223	182.30
		COX BUSINESS SERVICES	6/01/16	City - Fiber Internet	3,000.00
			6/01/16	TV Charges	151.79

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COMMUNITY HOSPITAL	6/13/16	CAMPBELL VISIT	5.00
			5/03/16	YARBOUGH DRUGSCREEN/URINAL	130.00
			5/04/16	CAMPBELL DRUG SCREEN	45.00
			5/04/16	SUNNENBERG DRUG SCREEN	120.00
			5/10/16	PERRYMAN DRUG SCREEN	45.00
			5/11/16	GUGLER DRUG SCREEN	45.00
			5/12/16	RABEK DRUG SCREEN/URINALYS	130.00
			5/18/16	PERRYMAN THERAPEUTIC ACTIV	85.00
			5/20/16	PACHE DRUG SCREEN/URINALYS	130.00
		GEARY COUNTY SHERIFF	6/13/16	JAIL EXPENSE MAY 2016	28,750.00
		IPMA	5/31/16	POLICE TESTING FOR LIEUTEN	741.95
		SECURITY SOLUTIONS INC	6/13/16	82697 CAMERA CONDUIT/BRACK	377.00
		KEY OFFICE EQUIPMENT	6/13/16	01S98A 3 HOLE PUNCHES	83.28
		WESTAR ENERGY	6/13/16	239 E 9TH-MAY 2016	462.45
			6/13/16	210 E 9TH-JCPD	2,622.11
			6/13/16	312 E 9TH-JCPD STORAGE	270.59
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	197.13
			6/10/16	KPERS #1	655.20
			6/10/16	KPERS #1	366.69
			6/10/16	KP&F	20,054.95
			6/10/16	KP&F	1,238.60
			6/10/16	KP&F	209.06
			6/10/16	KPERS #2	521.48
			6/10/16	KPERS #2	118.21
			6/10/16	KPERS #2	164.46
			6/10/16	KPERS #3	113.77
			6/10/16	KPERS #3	722.33
			6/10/16	KPERS #3	88.13
		KERIT	6/13/16	POLICE-WORK COMP	27,996.13
			6/13/16	DISPATCH-WORK COMP	3,233.73
		LANNY WOLF'S BODY SHOP	6/13/16	14603 PAINT/REPAIR UNIT 20	949.80
		NAPA AUTO PARTS OF J.C.	6/13/16	332634 AIR FILTER #204B	15.88
			6/13/16	332724 EXHAUST PIPE GSMT	4.99
		SERVICEMASTER	6/13/16	5118 JUN 16 PD JANITORIAL	798.00
		WEST PAYMENT CENTER	6/13/16	834120293 CLEAR SUBSCRIPTI	192.72
				TOTAL:	109,454.89
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	29.65
			6/10/16	MEDICARE WITHHOLDING	993.74
		VERIZON WIRELESS	5/25/16	209-0124 (STN 2 CAPT)	5.19
			5/25/16	209-0255 (BC)	51.92
			5/25/16	209-0668 (STN 1 CAPT)	5.25
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color 50%	1.78
			5/31/16	Copier Usage - BW 50%	8.80
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox (50%)	71.63
			6/01/16	TV Charges - FS2	168.51
			6/01/16	Fire Station 2 - Metro E 5	91.25
			6/01/16	Fire Station 2 - Phone 50%	65.11
			6/01/16	TV Charges - FS1	146.27
		GARAGE DOOR PLACE	5/25/16	REPAIR GARAGE DOORS	474.38
			5/25/16	REPAIR GARAGE DOORS	90.00
		WILLGRATTEN PUBLICATIONS LLC	5/23/16	EMT ADVERTISING	1,083.60
		KANSAS GAS SERVICE	6/13/16	700 N JEFFERSON-MAY 2016	35.19
		WESTAR ENERGY	6/13/16	700 N JEFFERSON	733.57
			6/13/16	MUNICIPAL BLDG-POLE LIGHT	17.20
			6/13/16	2245 LACY-FIRESTATION#2	688.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	56.96
			6/10/16	KP&F	14,399.83
		KERIT	6/13/16	FIRE-WORK COMP	39,304.11
		MIKE'S FIRE EXT. SALES	5/25/16	RECHARGE EXTINGUISHER	36.65
		SAM'S CLUB	5/31/16	TRASH BAGS, LYSOL	492.66
				TOTAL:	59,052.03
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	889.61
			6/10/16	MEDICARE WITHHOLDING	208.05
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 40.	71,257.49
		BAYER CONSTRUCTION CO.	6/01/16	21 TNS ASP.-7TH/MADISON	1,114.36
			6/02/16	22 TNS ASP-7TH/MAD	1,158.04
		VERIZON WIRELESS	6/02/16	IBARRA-223-1232	51.92
			6/02/16	223-1241--UTILITY 1	25.98
			6/02/16	ON CALL-223-1508	25.98
			6/02/16	ROETHER-375-8899	61.91
			6/02/16	BERGMAN-761-5218	25.98
			6/02/16	HORN-761-5254	25.98
			6/02/16	HALL-761-5396	25.98
			6/02/16	LEWIS-761-5415	51.92
			6/02/16	TENORIO-761-5450	25.98
		CHAMPIONS CAR AND TRUCK WASH	5/31/16	#644 WASH	9.00
		VANDERBILTS	6/11/16	BEN FARLEY BOOTS 2016	149.99
		KA-COMM	5/23/16	SIREN FUSE CAP	17.00
		CENTRAL POWER SYSTEMS & SERVICES	6/02/16	STOCK LED LAMPS & WIRE	40.77
			6/09/16	BTTRY CHRGR ON FS#2GEN	984.42
			6/09/16	LUBE SPIN	13.14
		COX BUSINESS SERVICES	6/01/16	Public Works - Metro E - 2	45.63
			6/01/16	Public Works - Telephone -	56.90
		MOTION INDUSTRIES INC	6/01/16	CLEAN SWEEP	49.95
			6/01/16	CLEAN SWEEP	39.96
		BD4 DISTRIBUTING, INC.	6/09/16	CLEANING SUPPLIES	47.07
		CLASS C SOLUTIONS GROUP	6/13/16	FLEET SHOP PIECES	78.95
			6/01/16	FLEET SHOP PIECES	281.24
		LONGFORD WATER CO	6/07/16	JC BOTTLED WATER	158.20
		DAVE'S ELECTRIC, INC.	6/01/16	SIRENS CHECKED - LACY DR	416.00
			6/06/16	RIVERWALK POND LIGHTS	123.68
		GEARY COMMUNITY HOSPITAL	5/18/16	MILAM DOT PHYSICAL/URINALY	225.00
		WILLGRATTEN PUBLICATIONS LLC	6/13/16	BIDS- CRACK SEALING MATERI	42.88
			6/13/16	BIDS-BULK POTHOLE MATERIAL	42.88
		FACTORY MOTOR PARTS	5/27/16	BATTERIES	371.05
			6/02/16	BATTERIES	81.62
		F & R SERVICES	6/08/16	1701 N ADAMS- DRAIN	27.56
			6/08/16	8TH ST AT GARFIELD DITCH	11.03
			6/08/16	ANNEX PARKING LOT BEHIND D	16.54
			6/08/16	COMMONWEALTH DRIVE ROW	27.56
			6/08/16	GRANT AVE ISLAND	165.38
			6/08/16	GRANT AVE FRONTAGE RDS	44.10
			6/08/16	MONROE ST DRAINS	16.54
			6/08/16	WESTWOOD BLVD-ISLANDS	165.38
			6/08/16	BRIDGE GUARDRAIL-EISEN & 1	11.03
			6/08/16	436 W 11TH ST	33.08
			6/08/16	EAST 10TH ST PROPERTY	110.25
			6/08/16	ELM DALE ROAD ROW	82.69
			6/08/16	CHESTNUT&I-70 RAMPS	694.58
			6/08/16	HWY 57 R/W & ISLANDS	1,102.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/08/16	AREA IN FRONT OF CRACKER B	77.18
			6/08/16	RUCKER ROAD	551.25
			6/08/16	K-18 -RR TO STONE RIDGE	105.00
			6/08/16	MOSS CIRCLE ISLAND	11.03
			6/08/16	GRANT AVE RIVER PARK AREA	165.38
			6/08/16	514 W 14TH ST	33.08
			6/08/16	516 W 14TH ST	33.08
			6/08/16	1008 W 14TH ST	33.08
			6/08/16	600 BLOCK E 7TH ST-ROW	16.54
			6/08/16	603 SKYLINE DRIVE	11.03
			6/08/16	714 SKYLINE DRIVE	11.03
			6/08/16	GOLDENBELT BLVD-ROW	330.75
			6/08/16	ASH ST(600 BLK-HGLND CEMET	16.54
			6/08/16	DITCH BTWN 100 BLK EVINE&E	16.54
			6/08/16	EAST 6TH ST PARKING LOT	16.54
			6/08/16	EAST 6TH ST ROW	551.25
			6/08/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			6/08/16	FIRE STATION #2 - INCLDE F	115.50
			6/08/16	LACY DRIVE	110.25
			6/08/16	MEADOW LANE ROW	16.54
			6/08/16	ST MARYS ROAD ROW(CHURCH)	33.08
			6/08/16	VACANT DRAINAGE DITCH-RILE	16.54
			6/08/16	INDUSTRIAL PARK ROW	55.13
			6/08/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			6/08/16	SVR ROW (FIRE STATION 2 SI	82.69
			6/08/16	SVR ADDITION ISLANDS	88.20
			6/08/16	STRAUSS BLVD ISLANDS & R/W	330.75
			6/08/16	I 70 ROW - S WASHINGTON	661.50
			6/08/16	SOUTH JACKSON ST DRAINAGE	33.08
			6/08/16	ASH ST FROM CHESTNUT SOUTH	253.58
			6/08/16	136 E 3RD	33.08
			6/08/16	225 E 3RD	33.08
			6/08/16	6TH ST UNDERPASS	110.25
			6/08/16	SANDUSKY ROW	82.69
			6/08/16	THE BLUFFS AREA	110.25
			6/08/16	TOM NEAL INDUSTRIAL PARK A	275.63
			6/08/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			6/08/16	CHADWICK COURT PROPERTY	16.54
			6/08/16	HOLLY LANE ISLAND	16.54
			6/08/16	SVR-R/W - K-18 TO RR	551.25
			6/08/16	ENTRANCE TO SUTTERWOODS @	66.15
			6/08/16	GRANT AVE ISLANDS	165.38
			6/08/16	WESTWOOD BLVD ISLANDS	165.38
			6/08/16	1701 N ADAMS- DRAIN	27.56
			6/08/16	8TH ST AT GARFIELD DITCH	11.03
			6/08/16	ANNEX PARKING LOT BEHIND D	16.54
			6/08/16	COMMONWEALTH DRIVE ROW	27.56
			6/08/16	GRANT AVE ISLAND	165.38
			6/08/16	GRANT AVE FRONTAGE RDS	44.10
			6/08/16	MONROE ST DRAINS	16.54
			6/08/16	WESTWOOD BLVD-ISLANDS	165.38
			6/08/16	BRIDGE GUARDRAIL-EISEN & 1	11.03
			6/08/16	436 W 11TH ST	33.08
			6/08/16	EAST 10TH ST PROPERTY	110.25
			6/08/16	ELM DALE ROAD ROW	82.69
			6/08/16	CHESTNUT&I-70 RAMPs	694.58

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/08/16	HWY 57 R/W & ISLANDS	1,102.50
			6/08/16	AREA IN FRONT OF CRACKER B	77.18
			6/08/16	RUCKER ROAD	551.25
			6/08/16	K-18 -RR TO STONE RIDGE	105.00
			6/08/16	MOSS CIRCLE ISLAND	11.03
			6/08/16	GRANT AVE RIVER PARK AREA	165.38
			6/08/16	514 W 14TH ST	33.08
			6/08/16	516 W 14TH ST	33.08
			6/08/16	1008 W 14TH ST	33.08
			6/10/16	25' WIDTH ON ALL 4 CORNERS	330.75
			6/10/16	8' STRIP SUTTER HIGHLANDS	220.50
			6/10/16	8' STRIP SUTTER WOODS	496.13
			6/10/16	8' STRIP DEER CREEK 1	88.20
			6/10/16	8' STRIP DEER CREEK 2	242.55
			6/10/16	8' STRIP DEER CREEK 3	220.50
			6/10/16	8' STRIP HICKORY HILLS	110.25
			6/10/16	8' STRIP PRAIRIE RIDGE 1 &	276.00
		GEARY COUNTY PUBLIC WORKS	6/07/16	MAY 2016 TRANSFER TICKETS	209.32
		KEY OFFICE EQUIPMENT	6/03/16	BNKR BXES & COPY PAPER	23.20
		KANSAS GAS SERVICE	6/13/16	2324 N JACKSON-MAY 2016	41.46
		WESTAR ENERGY	6/13/16	2324 N JACKSON-PUBLIC WORK	325.51
			6/13/16	2324 N JACKSON-BUILDING	829.98
			6/13/16	825 CRESTVIEW-ST LIGHTS	23.63
			6/13/16	101 E 6TH STREET-SIGNAL	101.88
			6/13/16	JUNCTION CITY	295.90
			6/13/16	107 S WASHINGTON-ST LIGHTS	24.29
			6/13/16	915 W 4TH-ST LIGHTS	18.68
			6/13/16	9TH&100 BLK W 9TH-ST LIGHT	33.44
			6/13/16	9TH & FILLEY-ST LIGHTS	65.76
			6/13/16	920 SPRUCE ST-ST LIGHTS	23.63
			6/13/16	SPRUCE & BUNKERHILL-ST LIG	29.19
			6/13/16	UTILITY PARKING LOT-ST LIG	74.27
			6/13/16	UTILITY PARKING LOT-ST LIG	74.27
			6/13/16	JEFFERSON-BETWEEN 6TH-ST L	134.13
			6/13/16	MINNICK PARKING LOT-ST LIG	144.97
			6/13/16	PARKING LOT-	116.81
			6/13/16	102 GRANT AVE	67.14
			6/13/16	1500 ST MARYS-ST LIGHTS	23.63
			6/13/16	1632 N WASHINGTON-ST LIGHT	24.29
			6/13/16	1935 NORTHWIND-ST LIGHTS	25.50
			6/13/16	1935 NORTHWIND-ST LIGHTS	26.73
			6/13/16	825 N JACKSON ST-ST LIGHTS	10.50
			6/13/16	11TH ST & JACKSON SCHOOL X	10.50
			6/13/16	807 N WASHINGTON-ST LIGHT	209.28
			6/13/16	615 N WASHINGTON-ST LIGHTS	145.97
			6/13/16	716 N WASHINGTON-ST LIGHTS	271.31
			6/13/16	132 N EISENHOWER-ST LIGHT	23.84
			6/13/16	1419 N JEFFERSON-ST LIGHTS	24.29
			6/13/16	1618 N JEFFERSON-ST LIGHTS	24.18
			6/13/16	2800 GATEWAY-ST LIGHT	32.07
			6/13/16	1200 S WASHINGTON-ST LIGHT	286.01
			6/13/16	316 N US HWY 77-FLASHER	24.51
			6/13/16	600 W 6TH-ST LIGHT	44.27
			6/13/16	1121 S US HWY 77-FLASHER	31.07
			6/13/16	401 CAROLINE CT-ST LIGHT	298.95
			6/13/16	351 E CHESTNUT-ST LIGHT	34.81

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/13/16	ST MARYS CEMETARY-SIREN	98.63
			6/13/16	INDUSTRIAL PARK-ST LIGHT	23.63
			6/13/16	601 W CHESTNUT-FLAG	345.37
			6/13/16	1222 W 8TH-SIREN	23.84
			6/13/16	CIVIL DEFENSE-SIREN	37.49
			6/13/16	CIVIL DEFENSE-SIREN	37.49
			6/13/16	630 1/2 E TORNADO SIREN	34.81
			6/13/16	1804 N JACKSON SIREN	32.41
			6/13/16	403 GRANT AVE-SIREN	26.41
			6/13/16	703 W ASH-SIREN	23.63
			6/13/16	1102 ST MARYS RD-SIREN	25.61
			6/13/16	2022 LACY DRIVE-SIREN	23.63
			6/13/16	701 SOUTHWIND-SIREN	26.63
			6/13/16	CIVIL DEFENSE SIREN	37.49
			6/13/16	117 S WASHINGTON-SIGNAL	58.28
			6/13/16	316 N US-HWY 77 & MCFARLAN	54.15
			6/13/16	604 S ADAMS-ST LIGHTS	52.01
			6/13/16	641 GARFIELD	71.64
			6/13/16	599 EISENHOWER	32.90
			6/13/16	6TH & WEBSTER	175.23
			6/13/16	6TH & JACKSON	31.45
			6/13/16	6TH & MADISON	44.27
			6/13/16	127 E 6TH	111.22
			6/13/16	8TH & JEFFERSON	56.39
			6/13/16	8TH & JEFFERSON	330.76
			6/13/16	439 W 8TH	30.50
			6/13/16	8TH & WASHINGTON	35.40
			6/13/16	124 E 9TH	66.07
			6/13/16	1501 N JACKSON	60.75
			6/13/16	1760 W ASH	37.95
			6/13/16	312 N WASHINGTON-BLINKER	24.18
			6/13/16	ST LIGHTS-MAY 2016	29,566.26
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	148.41
			6/10/16	KPERS #2	712.49
			6/10/16	KPERS #3	326.33
		KERIT	6/13/16	STREET-WORK COMP	8,680.51
		NAPA AUTO PARTS OF J.C.	6/13/16	BRAKE PARTS	128.68
			5/26/16	FUEL SYSTEM PARTS - #603	4.75
			6/06/16	AIR HOSE	22.50
		NEWMAN SIGNS	5/25/16	BRACKETS	518.30
		CINTAS #451	6/01/16	WKLY MATS AND TOWELS	34.37
			6/07/16	WKLY MATS AND TOWELS	34.27
				TOTAL:	138,481.04
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	367.73
			6/10/16	SOCIAL SECURITY WITHHOLDIN	235.49
			6/10/16	MEDICARE WITHHOLDING	86.00
			6/10/16	MEDICARE WITHHOLDING	55.08
		VERIZON WIRELESS	6/02/16	323-7174-CITY ATTORNEY	51.92
		CENTURY BUSINESS TECHNOLOGIES	5/31/16	Copier Usage - Color	108.67
			5/31/16	Copier Usage - BW	12.30
		PURVIS LAW OFFICE LLC	5/03/16	COURT APPT ATTNY FEES/BYRD	250.00
		JOSHUA DOUGLASS	6/13/16	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	6/01/16	Phone Lines - Cox	128.31
		SECURITY SOLUTIONS INC	6/13/16	ALARM-COURT-700 N JEFFERSON	35.00
		KANSAS GAS SERVICE	6/13/16	701 N JEFFERSON-MAY 2016	53.13

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	6/13/16	701 N JEFFERSON-MUNICIPAL	525.13
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	583.45
			6/10/16	KPERS #1	110.59
			6/10/16	KPERS #2	208.67
		KANSAS SUPREME CT CLERK	6/13/16	JULY 1 2016-JUNE 30 2017-R	175.00
		KERIT	6/13/16	COURT-WORK COMP	141.40
			6/13/16	PROSECUTION-WORK COMP	99.48
		CINTAS #451	6/13/16	MATS @ MUNICIPAL COURT	29.47
			6/13/16	MATS @ MUNICIPAL COURT	29.47
		MISC	6/08/16	Bond Refund:TT175251 -01	98.00_
		FALES, DEVON LAWRENCE		TOTAL:	5,884.29
JC OPERA HOUSE	GENERAL FUND	KANSAS GAS SERVICE	6/08/16	133 W 7TH-(OPERA)-MAY 2016	44.68_
				TOTAL:	44.68
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	243.93
			6/10/16	MEDICARE WITHHOLDING	57.05
		VERIZON WIRELESS	6/02/16	3067 REC MGR SWIHART	51.92
		EAGLE COMMUNICATIONS	6/01/16	ADVERTISMENT	120.00
		COX BUSINESS SERVICES	6/01/16	12th St Internet Connectio	47.95
			6/01/16	12th Street Metro E	182.50
			6/01/16	12th Street Phones	82.34
		WILLGRATTEN PUBLICATIONS LLC	5/23/16	HW FITNESS	309.60
		EAE ENTERPRISES	6/02/16	T-SHIRTS	120.80
		INTERSTATE GLASS CO.	5/27/16	INTERSTATE GLASS CO.	123.38
		KEY OFFICE EQUIPMENT	5/26/16	PRINTER INK	180.76
		WESTAR ENERGY	6/13/16	1002 W 12TH-COMMUNITY/P LI	1,768.71
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	130.38
		KERIT	6/13/16	RECREATION-WORK COMP	279.02
		CINTAS #451	6/08/16	BLACK MATS	50.20
		WATERS TRUE VALUE	5/27/16	PANCAKE COMPRESSOR	69.99_
				TOTAL:	3,818.53
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	6/13/16	ESG MAY 2016 REIMBRUSEMENT	3,762.45_
				TOTAL:	3,762.45
NON-DEPARTMENTAL	WATER FUND	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	1,285.99
			6/10/16	SOCIAL SECURITY WITHHOLDIN	888.91
			6/10/16	MEDICARE WITHHOLDING	207.88
		CARVER & BLANTON SHEA	6/10/16	GARNISHMENT	98.46
		KANSAS PAYMENT CENTER	6/10/16	GARNISHMENT	50.87
			6/10/16	GARNISHMENT	60.00
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	198.14
		ACCOUNT RECOVERY SPECIALISTS, INC.	6/10/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	454.09
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	296.26
			6/10/16	KPERS #2	389.65
			6/10/16	KPERS #3	208.73
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	183.23
		FLEXIBLE SPENDING ACCOUNT #1074334	6/10/16	DEPENDENT CARE ACCT 10743	27.08_
				TOTAL:	4,353.04
WATER DISTRIBUTION	WATER FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	397.48
			6/10/16	MEDICARE WITHHOLDING	92.97
		BAYER CONSTRUCTION CO.	6/07/16	11 TNS ASPH.-SHER/PINE BRK	577.72
		MIDWEST CONCRETE MATERIALS	5/24/16	32 TNS SAND-ASH/77	146.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/25/16	14 TONS OF SAND - ASH & 77	98.95
			5/31/16	9 TNS OF SAND-SHERIDAN BRK	40.16
		KANSAS ONE-CALL SYSTEMS, INC.	5/31/16	MAY DIG SAFES	152.00
		CENTRAL POWER SYSTEMS & SERVICES	6/02/16	STOCK LED LAMPS & WIRE	33.98
			6/09/16	LUBE SPIN	8.20
		MOTION INDUSTRIES INC	6/01/16	CLEAN SWEEP	24.98
			6/01/16	CLEAN SWEEP	19.98
		BD4 DISTRIBUTING, INC.	6/09/16	CLEANING SUPPLIES	33.70
		MUNICIPAL SUPPLY, INC. OF NEBRASKA	5/31/16	COMP,BUSH,TEE,INSERT, CTS	749.50
			5/31/16	2" ADAPTERS	662.00
		CLASS C SOLUTIONS GROUP	6/13/16	FLEET SHOP PIECES	56.60
			6/01/16	FLEET SHOP PIECES	234.50
		LONGFORD WATER CO	6/07/16	JC BOTTLED WATER	113.00
		FACTORY MOTOR PARTS	5/27/16	BATTERIES	231.90
			6/02/16	BATTERIES	51.02
		KEY OFFICE EQUIPMENT	6/03/16	BNKR BXES & COPY PAPER	16.60
		KANSAS GAS SERVICE	6/13/16	2324 N JACKSON-MAY 2016	41.46
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	74.04
			6/10/16	KPERS #2	427.96
			6/10/16	KPERS #3	65.43
		KERIT	6/13/16	WATER-MAINT-WORK COMP	2,991.89
		NAPA AUTO PARTS OF J.C.	6/06/16	AIR HOSE	22.50
			6/06/16	OIL FILTER FOR #401	1.80
		CINTAS #451	6/01/16	WKLY MATS AND TOWELS	28.65
			6/07/16	WKLY MATS AND TOWELS	28.70
				TOTAL:	7,424.27
WATER PLANT	WATER FUND	HDR ENGINEERING INC	5/11/16	WATER TRTMENT PLANTENG.PHA	54,564.79
		F & R SERVICES	6/08/16	WATER PLANT & FIELDS	761.25
			6/08/16	PUMP STATIONS @ ADAMS ST	82.69
			6/08/16	WATER TOWER-SPRUCE ST	55.13
			6/08/16	WATER TOWER-WEST ASH ST	44.10
			6/08/16	WATER PLANT & FIELDS	761.25
			6/08/16	PUMP STATIONS @ ADAMS ST	82.69
		VEOLIA WATER NORTH AMERICA	5/19/16	WATER UTILITY	87,916.67
			5/19/16	WTR MONTHLY R & M FEE	18,500.00
				TOTAL:	162,768.57
WATER ADMINISTRATION	WATER FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	491.47
			6/10/16	MEDICARE WITHHOLDING	114.95
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 4.9	8,653.19
		VERIZON WIRELESS	6/02/16	209-1393=METER READER	32.24
			6/02/16	210-9199=METER READER	32.38
			6/02/16	223-2321-Meter Reader 3	32.24
			6/02/16	223-1358=CITY TREASURER	51.92
			6/02/16	307-8209=IPAD, Meter Reade	40.01
			6/02/16	307-8254=IPAD, Meter Reade	40.01
		CDW GOVERNMENT INC	5/31/16	SQL 2014 - 20%	982.40
		STAPLES ADVANTAGE	6/13/16	TAPE/HILTR/RIBBON/PAPER	65.18
			6/13/16	STAPLES 10-2PKS	7.95
			6/13/16	RIBBON FOR RECEIPT PRINTER	10.47
		COX BUSINESS SERVICES	6/01/16	TV Charges	16.00
			6/01/16	Phone Lines - Cox	191.25
		SECURITY SOLUTIONS INC	6/13/16	ALARM WUPD 2307 N JACKSON	35.00
			6/13/16	ALARM CITY CLERK OFC.(CS d	18.00
		KEY OFFICE EQUIPMENT	6/13/16	OFFICE ROLL PAPER-MACHINES	15.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		BRINKS INCORPORATED	6/13/16	WATER-MAY 2016	239.20
		WESTAR ENERGY	6/13/16	2232 W ASH-WATER TOWER	135.43
			6/13/16	2100 N JACKSON-WATER	233.23
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	381.35
			6/10/16	KPERS #2	170.63
			6/10/16	KPERS #3	236.94
		KERIT	6/13/16	WATER-ADMIN-WORK COMP	3,045.09
		CINTAS #451	6/13/16	SCRAPER/BROWN MAT	68.82_
				TOTAL:	15,341.25
NON-DEPARTMENTAL	SEWER FUND	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	1,216.13
			6/10/16	SOCIAL SECURITY WITHHOLDIN	858.57
			6/10/16	MEDICARE WITHHOLDING	200.83
		CARVER & BLANTON SHEA	6/10/16	GARNISHMENT	98.46
		KANSAS PAYMENT CENTER	6/10/16	GARNISHMENT	65.41
			6/10/16	GARNISHMENT	60.00
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	200.40
		ACCOUNT RECOVERY SPECIALISTS, INC.	6/10/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	438.77
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	303.48
			6/10/16	KPERS #2	371.22
			6/10/16	KPERS #3	189.49
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	180.72
		FLEXIBLE SPENDING ACCOUNT #1074334	6/10/16	DEPENDENT CARE ACCT 10743	27.08_
				TOTAL:	4,214.31
WATER DISTRIBUTION	SEWER FUND	VERIZON WIRELESS	6/02/16	ROGERS-761-5094	25.98
			6/02/16	761-5237-DEPT	25.98
			6/02/16	761-5283--STREET 5	25.98
			6/02/16	HAYHURST-761-5293	26.29
		COX BUSINESS SERVICES	6/01/16	Public Works - Metro E - 2	45.63
			6/01/16	Public Works - Telephone -	56.90_
				TOTAL:	206.76
SEWER DISTRIBUTION	SEWER FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	396.93
			6/10/16	MEDICARE WITHHOLDING	92.84
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 1.8	3,310.63
		VERIZON WIRELESS	6/02/16	MARSTON-761-5354	26.00
			6/02/16	761-5373-DEPT	25.98
		KANSAS ONE-CALL SYSTEMS, INC.	5/31/16	MAY DIG SAFES	152.00
		CENTRAL POWER SYSTEMS & SERVICES	6/02/16	STOCK LED LAMPS & WIRE	33.97
			6/09/16	LUBE SPIN	8.20
		COX BUSINESS SERVICES	6/01/16	Public Works - Metro E - 2	45.62
			6/01/16	Public Works - Telephone -	56.90
		MOTION INDUSTRIES INC	6/01/16	CLEAN SWEEP	24.97
			6/01/16	CLEAN SWEEP	19.98
		BD4 DISTRIBUTING, INC.	6/09/16	CLEANING SUPPLIES	33.70
		CLASS C SOLUTIONS GROUP	6/13/16	FLEET SHOP PIECES	56.60
			6/01/16	FLEET SHOP PIECES	234.50
		LONGFORD WATER CO	6/07/16	JC BOTTLED WATER	113.00
		FACTORY MOTOR PARTS	5/27/16	BATTERIES	231.90
			6/02/16	BATTERIES	51.02
		KEY OFFICE EQUIPMENT	6/03/16	BNKR BXES & COPY PAPER	16.60
		KANSAS GAS SERVICE	6/13/16	2324 N JACKSON-MAY 2016	41.46
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	74.04
			6/10/16	KPERS #2	401.24

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/10/16	KPERS #3	87.93
		KERIT	6/13/16	WW-MAINT-WORK COMP	2,991.62
		NAPA AUTO PARTS OF J.C.	6/06/16	AIR HOSE	22.49
			6/06/16	OIL FILTER FOR #401	1.80
		CINTAS #451	6/01/16	WKLY MATS AND TOWELS	28.65
			6/07/16	WKLY MATS AND TOWELS	28.70
				TOTAL:	8,609.27
SEWER ADMINISTRATION	SEWER FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	461.62
			6/10/16	MEDICARE WITHHOLDING	107.96
		CDW GOVERNMENT INC	5/31/16	SQL 2014 - 20%	982.40
		STAPLES ADVANTAGE	6/13/16	TAPE/HILTR/RIBBON/PAPER	65.17
			6/13/16	STAPLES 10-2PKS	7.95
			6/13/16	RIBBON FOR RECEIPT PRINTER	10.47
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	392.43
			6/10/16	KPERS #2	169.06
			6/10/16	KPERS #3	184.94
		KERIT	6/13/16	WW-ADMIN-WORK COMP	2,799.78
				TOTAL:	5,181.78
WASTEWATER PLANTS	SEWER FUND	F & R SERVICES	6/08/16	EWWT PLANT	446.25
			6/08/16	EASH ASH ST LIFT STATION	55.13
			6/08/16	SWWWT PLANT	341.25
			6/08/16	EWWT PLANT	446.25
		KAW VALLEY ENGINEERING, INC	5/26/16	WWTP PHASE 1 EAST & SW	285.00
		VEOLIA WATER NORTH AMERICA	5/19/16	WASTEWATER UTILITY	122,875.00
			5/19/16	WW MONTHLY R & M FEE	39,416.67
				TOTAL:	163,865.55
FEDERAL ASSET SHARING	FEDERAL EQUITABLE	TYLER TECHNOLOGIES	6/13/16	050209 PROJECT MGMT FEE 1	430.00
				TOTAL:	430.00
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	194.55
			6/10/16	SOCIAL SECURITY WITHHOLDIN	145.18
			6/10/16	MEDICARE WITHHOLDING	33.96
		KANSAS PAYMENT CENTER	6/10/16	GARNISHMENT	7.27
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	64.64
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	74.03
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	78.00
			6/10/16	KPERS #2	59.52
			6/10/16	KPERS #3	20.19
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	43.44
		FLEXIBLE SPENDING ACCOUNT #1074334	6/10/16	DEPENDENT CARE ACCT 10743	13.54
				TOTAL:	734.32
STORM WATER ADMINISTRA	STORM WATER	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	145.17
			6/10/16	MEDICARE WITHHOLDING	33.95
		CDW GOVERNMENT INC	5/31/16	SQL 2014 - 5%	250.51
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	120.03
			6/10/16	KPERS #2	91.34
			6/10/16	KPERS #3	27.46
		KERIT	6/13/16	STW-ADMIN-WORK COMP	770.06
				TOTAL:	1,438.52
STORM WATER DISTRIBUTI	STORM WATER	CENTRAL POWER SYSTEMS & SERVICES	6/08/16	#690 FRNT END PARTS	309.32
		CLASS C SOLUTIONS GROUP	6/01/16	FLEET SHOP PIECES	93.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COUNTY PUBLIC WORKS	6/07/16	MAY 2016 TRANSFER TICKETS	18.62
		KAW VALLEY ENGINEERING, INC	5/31/16	ON-CALL 4/30/16-5/29/16	1,650.00
		KERIT	6/13/16	STW-OPERATIONS-WORK COMP	1,274.17
		NAPA AUTO PARTS OF J.C.	6/09/16	FRONT END PARTS FOR #690	283.68
		CINTAS #451	6/01/16	WKLY MATS AND TOWELS	11.46
			6/07/16	WKLY MATS AND TOWELS	11.46
		SELLERS EQUIPMENT, INC	5/31/16	SWEEPER PARTS	8,516.18
				TOTAL:	12,168.67
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	EMPRISE BANK	5/24/16	IRB-PMT 2031 SPR VLY RD-FE	18,388.40
			5/24/16	IRB-PMT 2031 SPR VLY RD-FE	11,254.80
				TOTAL:	29,643.20
LIBRARY	LIBRARY FUND	DOROTHY BRAMLAGE LIBRARY	6/09/16	JUNE 2016 TAX DISTRIBUTION	293,717.61
				TOTAL:	293,717.61
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	KAW VALLEY ENGINEERING, INC	6/01/16	2015 KLINK	5,896.05
			5/31/16	2016 KLINK	3,100.00
				TOTAL:	8,996.05
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	1,126.23
			6/10/16	SOCIAL SECURITY WITHHOLDIN	680.79
			6/10/16	MEDICARE WITHHOLDING	159.21
		KANSAS PAYMENT CENTER	6/10/16	GARNISHMENT	21.81
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	104.33
		ACCOUNT RECOVERY SPECIALISTS, INC.	6/10/16	GARNISHMENT	5.00
		MICHAEL BERN ADE	6/10/16	GARNISHMENT	252.89
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	331.59
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	92.27
			6/10/16	KPERS #2	558.49
			6/10/16	KPERS #3	34.68
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	70.22
		FLEXIBLE SPENDING ACCOUNT #1074334	6/10/16	DEPENDENT CARE ACCT 10743	20.31
				TOTAL:	3,457.82
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	528.77
			6/10/16	MEDICARE WITHHOLDING	123.64
		INTRUST BANK, N.A.	6/13/16	LEASE PURCHASE PAYMENT 38.	67,789.21
		VERIZON WIRELESS	6/02/16	GARTRELL-223-1337	25.98
			6/02/16	IMHAUSEN-223-1758	25.98
			6/02/16	223-1759-TODD BARRIGER	25.98
			6/02/16	WARD-223-2022	26.53
			6/02/16	DOWNNS-307-6183	32.24
			6/02/16	761-5310-STREET 7	52.34
		CENTRAL POWER SYSTEMS & SERVICES	6/02/16	STOCK LED LAMPS & WIRE	27.18
			6/09/16	LUBE SPIN	3.28
		COX BUSINESS SERVICES	6/01/16	Public Works - Metro E - 2	45.62
			6/01/16	Public Works - Telephone -	56.90
		BD4 DISTRIBUTING, INC.	6/09/16	CLEANING SUPPLIES	20.20
		CLASS C SOLUTIONS GROUP	6/13/16	FLEET SHOP PIECES	34.00
			6/01/16	FLEET SHOP PIECES	93.78
		LONGFORD WATER CO	6/07/16	JC BOTTLED WATER	67.80
		FACTORY MOTOR PARTS	5/27/16	BATTERIES	92.78
			6/02/16	BATTERIES	20.40
		GEARY COUNTY PUBLIC WORKS	6/07/16	MAY 2016 TRANSFER TICKETS	34,078.68
		KEY OFFICE EQUIPMENT	6/03/16	BNKR BXES & COPY PAPER	9.77

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS GAS SERVICE	6/13/16	2324 N JACKSON-MAY 2016	41.45
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #2	803.85
		KERIT	6/13/16	SOLIDW-MAINT-WORK COMP	8,611.97
		NAPA AUTO PARTS OF J.C.	6/06/16	AIR HOSE	22.50
			6/06/16	FILTER #578	11.19
			6/06/16	OIL FOR #578	71.88
			6/07/16	#578 BRAKE PARTS	532.10
		CINTAS #451	6/01/16	WKLY MATS AND TOWELS	11.46
			6/07/16	WKLY MATS AND TOWELS	11.46_
				TOTAL:	113,298.92
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	151.91
			6/10/16	MEDICARE WITHHOLDING	35.49
		CDW GOVERNMENT INC	5/31/16	SQL 2014 - 5%	245.60
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	141.90
			6/10/16	KPERS #2	53.25
			6/10/16	KPERS #3	49.62
		KERIT	6/13/16	SOLIDW-ADMIN-WORK COMP	959.16_
				TOTAL:	1,636.93
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	KEY OFFICE EQUIPMENT	4/20/16	SHREDDER AND STOOL FOR FIL	281.68_
				TOTAL:	281.68
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	NAT'L INSURANCE MARKETING BROKERS LLC	6/08/16	NAT'L INSURANCE MARKETING	41.75_
				TOTAL:	41.75
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	6/13/16	MAY 2016-WATER BILL DONATI	429.00_
				TOTAL:	429.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	186.76
			6/10/16	MEDICARE WITHHOLDING	28.36
		JCPOA	6/10/16	JCPOA	20.00
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	57.44
		KANSAS PUBLIC EMPLOYEES	6/10/16	KP&F	144.26
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	50.00_
				TOTAL:	486.82
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	6/10/16	MEDICARE WITHHOLDING	28.36
		KANSAS PUBLIC EMPLOYEES	6/10/16	KP&F	411.99
		KERIT	6/13/16	DRUG & ALCHOLHOL-WORK COMP	551.16_
				TOTAL:	991.51
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	6/10/16	FEDERAL WITHHOLDING	35.68
			6/10/16	SOCIAL SECURITY WITHHOLDIN	34.55
			6/10/16	MEDICARE WITHHOLDING	8.08
		GREAT WEST FINANCIAL	6/10/16	GREAT WEST FINANCIAL	25.00
		KANSAS DEPT OF REVENUE	6/10/16	STATE WITHHOLDING	12.37
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	35.83
		CITY OF JC FLEX SPENDING ACCT 1074334	6/10/16	FLEX SPENDING-1074334	12.50_
				TOTAL:	164.01
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	6/10/16	SOCIAL SECURITY WITHHOLDIN	34.54
			6/10/16	MEDICARE WITHHOLDING	8.08
		JENNIFER ARNESON, DVM	6/13/16	54553 BOARDING/BATH BARNEY	103.00
		GEARY COUNTY ATTORNEY	6/13/16	042616 AUCTION PROCEEDS	3,614.38
			6/13/16	15CV102 ATTORNEY FEES FORF	438.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			6/13/16	15CV255 ATTORNEY FEES FORF	33.75
			6/13/16	15CV34 ATTORNEY FEES FORFE	19,537.60
			6/13/16	15CV56 ATTORNEY FEES FORFE	3,440.42
		GRANDVIEW PLAZA PD	6/13/16	042616 AUCTION PROCEEDS	5,228.84
		VERIZON WIRELESS	5/25/16	DTF CELL MAY 2016	203.54
		CATHY FAHEY	6/13/16	MAY 2016 MILEAGE	27.00
		ADAPTIVE DIGITAL SYSTEMS, INC	6/13/16	SURVEILLANCE DEVICE	6,200.00
		WILLGRATTEN PUBLICATIONS LLC	6/13/16	16CV104 PUBLICATION NOTICE	158.09
			6/13/16	16CV169 PUBLICATION NOTICE	146.34
		COLIN WOOD	6/13/16	14CV49 ATTORNEY FEES FORFE	4,153.27
		GEARY COUNTY SHERIFF	6/13/16	042616 AUCTION PROCEEDS	14,044.71
			6/13/16	14CV49 ASSET SHARING	17,105.76
			6/13/16	15CV102 ASSET SHARING	876.00
			6/13/16	15CV255 ASSET SHARING	95.62
			6/13/16	15CV34 ASSET SHARING	55,356.54
			6/13/16	15CV56 ASSET SHARING	6,880.83
		KANSAS PUBLIC EMPLOYEES	6/10/16	KPERS #1	54.85
		KERIT	6/13/16	SPECIAL LAW ENFORCE-WORK C	11.21
		ADVANCED GRAPHIX INC	6/13/16	VEHICLE GRAPHICS #223	90.00_
				TOTAL:	137,842.37
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	KHP TRAINING ACADEMY	6/13/16	DRE COMPUTER TABLET TRNG #	10.00_
				TOTAL:	10.00
LAND BANK	JC LAND BANK	WILLGRATTEN PUBLICATIONS LLC	6/13/16	LAND BANK SALE	33.48_
				TOTAL:	33.48

## ===== FUND TOTALS =====

01	GENERAL FUND	612,321.56
02	GRANTS	3,762.45
14	WATER FUND	189,887.13
15	SEWER FUND	182,077.67
16	FEDERAL EQUITABLE SHARING	430.00
18	STORM WATER	14,341.51
19	ECONOMIC DEVELOPMENT	29,643.20
20	LIBRARY FUND	293,717.61
22	SPECIAL HIGHWAY FUND	8,996.05
23	SANITATION FUND	118,393.67
25	CAPITAL IMPROVEMENT FUND	281.68
35	EMPLOYEE BENEFITS FUND	41.75
46	SUNDOWN SALUTE	429.00
47	DRUG & ALCOHOL ABUSE FUND	1,478.33
50	SPECIAL LE TRUST FUND	138,006.38
54	LAW ENFORCEMENT TRAINING	10.00
75	JC LAND BANK	33.48

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 GRAND TOTAL: 1,593,851.47  
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## SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 6/01/2016 THRU 6/13/2016  
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## PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

## PRINT OPTIONS

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: APPROPRIATIONS--JUN 1 2016-JUNE 13 2016-CS  
SIGNATURE LINES: 0  
-----

## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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CHECK RECONCILIATION REGISTER

6/14/2016 7:31 AM  
COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STAT: All  
FOLIO: All

CHECK DATE: 6/01/2016 THRU 6/13/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/0000  
STATEMENT: 0/00/0000 THRU 99/99/0000  
VOIDED DATE: 0/00/0000 THRU 99/99/0000  
AMOUNT: 0.00 THRU 999,999.99  
CHECK NUMBER: 000000 THRU 9999

ACCOUNT

--DATE-- --TYPE-- NUMBER

AMOUNT

STATUS

FOLIO

CLEAR DATE

BANK DRAFT:

1-00-00-0101	6/10/2016	BANK-DRAFT000099	INTERNAL REVENUE SERVICE	71,229.97CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/10/2016	BANK-DRAFT000100	GREAT WEST FINANCIAL	4,331.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/10/2016	BANK-DRAFT000101	KANSAS DEPT OF REVENUE	12,438.59CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/10/2016	BANK-DRAFT000102	KANSAS PUBLIC EMPLOYEES	84,662.56CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/10/2016	BANK-DRAFT000103	INTERNAL REVENUE SERVICE	49.47CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/10/2016	BANK-DRAFT000104	KANSAS DEPT OF REVENUE	4.75CR	OUTSTND	A	0/00/0000

CHECK:

1-00-00-0101	6/02/2016	258692	VERIZON WIRELESS	3,556.74CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/03/2016	258693	CENTURYLINK COMMUNICATION, INC	1,008.49CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/07/2016	258694	REFUND: BARNHART, JOSEPH G	76.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/07/2016	258695	REFUND: JUNGHANS AGENCY	83.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/07/2016	258696	REFUND: MCCULLOUGH DEVELOPMENT	61.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/07/2016	258697	REFUND: VIAN, DAVID	68.62CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258698	KANSAS GAS SERVICE	44.68CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/08/2016	258699	NAT'L INSURANCE MARKETING BROK	41.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/08/2016	258700	REFUND: TOBY'S CARNIVAL CO INC	937.20CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258701	REFUND: KRAMER, LARRY	986.69CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258702	REFUND: WEBSTER, JAMES L	21.68CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258703	REFUND: KNIGHT, NICHOLAS P	2.55CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258704	REFUND: BLOCK, ALEX J	95.32CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258705	REFUND: GARCIA, CAROL	81.01CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258706	REFUND: RIVERA, JULIO	176.38CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258707	REFUND: ACEVES, GINA R	122.00CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258708	REFUND: LUCAS, SEAN E	74.31CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258709	REFUND: GLADDEN, WILLIAM A	86.49CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258710	REFUND: EVANS, RICHARD I	31.99CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258711	REFUND: STUBBS, SHOMICHAEL	52.95CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258712	REFUND: MORALES, ANDRES	99.45CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258713	REFUND: GONZALEZ, BIENVENIDA	97.03CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258714	REFUND: PAYAN, SHANNON M E	97.08CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258715	REFUND: MCINTOSH, EVAN	100.01CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258716	REFUND: JOHNSON, KATELAND M	112.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258717	REFUND: LUCAS, EMILE	74.37CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258718	REFUND: BRITT, GARY L	93.79CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258719	REFUND: LEMAY, NATASHA	94.15CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258720	REFUND: GALLEGO, ANA M	10.68CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258721	REFUND: FRENCH, SERINA L	82.04CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258722	REFUND: CAPEK, KEVIN F	109.42CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258723	REFUND: DREW-CRAFT, KALEE N L	43.34CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258724	REFUND: FAIRLEY, KIP N	80.21CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258725	REFUND: WOLCOTT, LEEANN	30.95CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258726	REFUND: CORDRAY, JENNIFER	93.30CR	OUTSTND	U	0/00/0000
1-00-00-0101	6/08/2016	258727	REFUND: BARNES, CHRISTINA E	261.86CR	OUTSTND	U	0/00/0000

CHECK DATE:	6/01/2016	THRU	PAGE:
CLEAR DATE:	0/00/0000	THRU	6/13/99
STATEMENT:	0/00/0000	THRU	99/99/99
VOIDED DATE:	0/00/0000	THRU	99/99/99
AMOUNT:	0.00	THRU	999,999,999
CHECK NUMBER:	000000	THRU	99

CHECK DATE:	6/01/2016	THRU	6/13/
CLEAR DATE:	0/00/0000	THRU	99/99/
STATEMENT:	0/00/0000	THRU	99/99/
VOIDED DATE:	0/00/0000	THRU	99/99/
AMOUNT:	0.00	THRU	999,999,999
CHECK NUMBER:	000000	THRU	99

STATUS FOLIO

1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812

109.40CR	OUTSTND	U	0/00/0000
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75.40CR	OUTSTND	U	0/00/0000
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34.73CR	OUTSTND	U	0/00/0000
106.28CR	OUTSTND	U	0/00/0000
51.41CR	OUTSTND	U	0/00/0000
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39.35CR	OUTSTND	U	0/00/0000
106.08CR	OUTSTND	U	0/00/0000
105.70CR	OUTSTND	U	0/00/0000
29.70CR	OUTSTND	U	0/00/0000
1.81CR	OUTSTND	U	0/00/0000
51.29CR	OUTSTND	U	0/00/0000
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729.23CR	OUTSTND	A	0/00/0000
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252.89CR	OUTSTND	A	0/00/0000
708.23CR	OUTSTND	A	0/00/0000
343.75CR	OUTSTND	A	0/00/0000

CHECK RECONCILIATION REGISTER

CHECK DATE: 6/01/2016 THRU 6/13/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/0000  
STATEMENT: 0/00/0000 THRU 99/99/0000  
VOIDED DATE: 0/00/0000 THRU 99/99/0000  
AMOUNT: 0.00 THRU 999,999.99  
CHECK NUMBER: 000000 THRU 99

6/14/2016 7:31 AM  
COMPANY: 99 - POOLED CASH FUND  
ACCO TYPE: 1-00-00-0101 POOLED CASH MASTER  
STAT: Bank Draft, Check  
FOLIO: All  
30

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1-00-00-0101	6/13/2016	CHECK	258774	ADAPTIVE DIGITAL SYSTEMS, INC	6,200.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258775	ADVANCED GRAPHIX INC	90.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258776	AIR FILTER PLUS INC	317.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258777	ALPHABRODER	137.47CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258778	JENNIFER ARNESON, DVM	103.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258779	ARTHUR-GREEN, LLP	4,791.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258780	ASCAP	337.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258781	ASSESSMENT STRATEGIES, LLC	1,325.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258782	BAYER CONSTRUCTION CO.	2,850.12CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258783	BD4 DISTRIBUTING, INC.	134.67CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258784	BRINKS INCORPORATED	239.20CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258785	C & M LAWN SERVICES	8,784.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258786	CASH-WA DISTRIBUTING	1,325.16CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258787	CDW GOVERNMENT INC	4,912.02CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258788	CENTRAL POWER SYSTEMS & SERVIC	1,462.46CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258789	CENTURY BUSINESS TECHNOLOGIES	2,027.05CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258790	CHAMBER OF COMMERCE	36.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258791	CHAMPIONS CAR AND TRUCK WASH	16.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258792	CINTAS #451	446.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258793	CL HOOPER OPERA HOUSE	40,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258794	CLASS C SOLUTIONS GROUP	1,163.95CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258795	KANSAS SUPREME CT CLERK	175.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258796	COLIN WOOD	4,153.27CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258797	COLLECTION BUREAU OF KANSAS IN	476.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258798	CONTINENTAL PROFESSIONAL LAUND	259.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258799	CORYELL INSURORS, INC.	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258800	COX BUSINESS SERVICES	8,126.41CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258802	DAVE'S ELECTRIC, INC.	747.68CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258803	DOCUMENT RESOURCES, INC.	35.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258806	EAGLE COMMUNICATIONS	120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258807	F & R SERVICES	26,172.41CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258808	FACTORY MOTOR PARTS	1,131.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258809	CATHY FAHEY	27.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258810	FALES, DEVON LAWRENCE	98.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258811	FISHER, PATTERSON, SAYLER & SM	3,520.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258812	FLINT HILLS BEVERAGE LLC	270.06CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258814	GARAGE DOOR PLACE	564.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258815	GEARY COUNTY ATTORNEY	27,064.15CR	OUTSTND	A	0/00/0000

CHECK RECONCILIATION REGISTER

CHECK DATE: 6/01/2016 THRU 6/13/2016  
CLEAR DATE: 0/00/0000 THRU 99/99/0000  
STATEMENT: 0/00/0000 THRU 99/99/0000  
VOIDED DATE: 0/00/0000 THRU 99/99/0000  
AMOUNT: 0.00 THRU 999,999.99  
CHECK NUMBER: 000000 THRU 99

6/14/2016 7:31 AM  
COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STAT: All  
FOLIO: All

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
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1-00-00-0101	6/13/2016	CHECK	258818	GEARY COUNTY SHERIFF	124,761.48CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258819	GEARY COUNTY WIC	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258820	GRANDVIEW PLAZA PD	5,228.84CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258821	HELENA CHEMICAL COMPANY	187.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258822	INTERSTATE ELEVATOR INC.	1,020.60CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258823	INTERSTATE GLASS CO.	123.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258824	INTRUST BANK, N.A.	175,165.92CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258825	IPMA	1,134.95CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258826	KA-COMM	955.34CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258827	KANSAS GAS SERVICE	359.74CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258828	KANSAS ONE-CALL SYSTEMS, INC.	304.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258829	KAW VALLEY ENGINEERING, INC	10,931.05CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258830	KERIT	146,283.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258831	KEY OFFICE EQUIPMENT	627.79CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258832	KHP TRAINING ACADEMY	10.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258833	KOLHOFF PHARMACY	873.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258834	KONZA PRAIRIE COMMUNITY HEALTH	395.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258835	ANYTIME LABOR-KANSAS LLC	1,049.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258836	LANNY WOLF'S BODY SHOP	949.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258837	LATHROP & GAGE LLP	4,543.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258838	LOGAN BUSINESS MACHINES	395.74CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258839	LONGFORD WATER CO	452.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258840	MASSCO	1,268.21CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258841	MCCALEB ELECTRIC	123.08CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258842	MIDWEST CONCRETE MATERIALS	285.71CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258843	MIKE'S FIRE EXT. SALES	36.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258844	MILITARY OUTLET, L.C.	227.97CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258845	MOORE MEDICAL LLC	95.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258846	MOTION INDUSTRIES INC	179.82CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258847	MUNICIPAL SUPPLY, INC. OF NEBR	1,411.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258848	NAPA AUTO PARTS OF J.C.	1,408.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258849	NEKOLOCKS	96.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258850	NEWMAN SIGNS	518.30CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258852	OPEN DOOR COMM. HOUSE	3,762.45CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258853	PAYNE & JONES CHARTERED	6,600.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258854	PING	564.30CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258856	R & R PRODUCTS CO.	460.21CR	OUTSTND	A	0/00/0000
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1-00-00-0101	6/13/2016	CHECK	258858	SAM'S CLUB	951.39CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258859	SECURITY SOLUTIONS INC	570.00CR	OUTSTND	A	0/00/0000

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ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
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1-00-00-0101	6/13/2016	CHECK	258863	SOCIETY FOR HR MANAGEMENT	190.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258864	STAPLES ADVANTAGE	1,507.26CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258865	SUNDOWN SALUTE INC	429.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258866	THE PRINTERY	118.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258867	THE STUFF SHOP	286.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258868	TMHC SERVICES, INC.	447.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258869	U.S. CELLULAR	71.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258870	US FOOD SERVICE	150.72CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258871	VAN WALL EQUIPMENT	0.02CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258872	VANDERBILTS	149.99CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258873	WATERS TRUE VALUE	69.99CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258874	WEST PAYMENT CENTER	192.72CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258875	WESTAR ENERGY	51,731.19CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258876	WILLGRATTEN PUBLICATIONS LLC	2,104.37CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258877	WINFIELD SOLUTIONS LLC	458.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258878	WOODRIVER ENERGY LLC	124.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258879	YAMAHA MOTOR CORPORATION, U.S.	3,595.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258880	YMCA	280.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/13/2016	CHECK	258881	TYLER TECHNOLOGIES	430.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-00-					778,578.71CR			
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					172,717.27CR			
TOTALS FOR POOLED CASH FUND					778,578.71CR			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					172,717.27CR			

**Backup material for agenda item:**

- b. Consideration of May 2016 ambulance contractual obligation adjustments and bad debt adjustments.

# City of Junction City

## City Commission

### Agenda Memo

June 17, 2016

**From:** Kelly Heindel, Administrative Secretary II  
**To:** City Commission and City Manager  
**Subject:** May 2016 Ambulance Adjustments

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**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

Contractual Obligation Adjustment	\$ 36,401.86
Bad Debt Adjustment	\$ 23,365.78

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- c. Consideration of City Commission Minutes for June 7, 2016 Meeting.

## **CITY COMMISSION MINUTES**

June 7, 2016

7:00p.m.

### **CALL TO ORDER**

The scheduled meeting of the Junction City Commission was held on Tuesday, June 7, 2016 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald, Pat Landes, Mick McCallister, Michael Ryan Via Phone and Jim Sands. Staff present was: City Manager Dinkel, Assistant City Manager Beatty, City Attorney Logan and City Clerk Shawna Settles.

### **PUBLIC COMMENT**

Leon Osbourn of Kaw Valley Engineering Inc., 2319 North Jackson, Junction City addressed a sanitary sewer issue on Spring Valley Road. Chuck Otte and Bruce McMillan of 331 West 7<sup>th</sup>, Junction City asked for the Commissions blessing to start restoration of the Memorial Arch in Heritage Park.

### **CONSENT AGENDA**

Commissioner Fitzgerald moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-11 dated-May 10th 2016-May 31st 2016 in the amount of \$1,140,033.10.
- b. Consideration of Payroll No. 10 & No. 11 for the Month of May.
- c. Consideration of City Commission Minutes for May 17, 2016 Meeting.

### **SPECIAL PRESENTATIONS**

Mayor McCallister presented Certificates of Appreciation to Detective John Berrios and Officer Adam Nicholson.

Mayor McCallister presented the proclamation declaring June 18, 2016 as Relay for Life Day.

Mayor McCallister presented the proclamation celebrating Juneteenth on June 11, 2016 in Junction City to Commissioner Sands.

## **APPOINTMENTS**

The appointments to the Food Council Policy Board for one and two year terms was presented. City Manager Dinkel explained the terms and answered questions. Commissioner Sands moved to appoint Kolia Souza, Miranda Klugesherz, Julie Hettinger, Joe Handlos and Krista Blaisdell to one year terms and Cecil Aska, Cindy Brake, Susan Builderback, Mike Ryan and Casey Donoho to two year terms, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

## **NEW BUSINESS**

The contract for consulting services for the Airport Master Plan with Alfred Benesch & Company was presented. Assistant City Manager Beatty explained the whole process and answered questions. Commissioner Fitzgerald moved to approve the contract for consulting services for the Airport Master Plan with Alfred Benesch & Company pending FAA and City Attorney Logan approval, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The Termination and Release Agreement with Kansas Air Incorporated was presented. Assistant City Manager Beatty explained the agreement and answered questions. Commissioner Landes moved to approve the termination and release agreement with Kansas Air Incorporated, seconded by Commissioner Fitzgerald. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The Airport Fixed Base Operator Agreement with Kansas Jet Center, Incorporated was presented. Assistant City Manager Beatty gave details and answered questions. Commissioner Fitzgerald moved to approve the Airport Fixed Base Operator Agreement with Kansas Jet Center, Incorporated, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The Airport Management Agreement with Marvin Hornbostel of Raven Aero Services, Incorporated was presented. Assistant City Manager Beatty gave details and answered questions. Commissioner Landes moved to approve the Airport Management Agreement with Marvin Hornbostel of Raven Aero Services, Incorporated pending insurance and approval from City Attorney Logan, seconded by Commissioner Fitzgerald. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The award of Bulk Pothole Material Bid to APAC-Kansas Inc. in the amount of \$38,100.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Sands moved to approve the award of Bulk Pothole Material Bid to APAC-Kansas Inc. in the amount not the exceed

\$38,100.00, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The award of 2016 Street Maintenance Bid to Bayer Construction Co., Inc. in the amount of \$1,503,242.80 was presented. Public Works Director Ibarra and City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve the award of 2016 Street Maintenance Bid to Bayer Construction Co., Inc. in the amount not to exceed \$1,503,242.80, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The purchase of a Combination Vacuum/Jetter Truck for Public Works from Elliott Equipment Co., Inc. in the amount of \$285,000.00 was presented. Public Works Director Ibarra and City Manager Dinkel explain the purchase compared to buying new and answered questions. Commissioner Landes moved to approve the purchase of a Combination Vacuum/Jetter Truck for Public Works from Elliott Equipment Co., Inc. in the amount not to exceed \$285,000.00, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The award of 2016 KLINK Resurfacing Project to Bayer Construction Co., Inc. in the amount of \$446,262.60 was presented. Public works Director Ibarra gave details and answered questions. Commissioner Sands moved to approve the award of 2016 KLINK Resurfacing Project to Bayer Construction Co., Inc. in the amount not to exceed \$446,262.60, seconded by Commissioner Landes. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

The Agreement with Kaw Valley Engineering Inc. for the performance, construction inspection and materials services on the 6<sup>th</sup> & Franklin Intersection Improvements Project was presented. City Manager Dinkel explained the project and answered questions. Commissioner Fitzgerald moved to approve the Agreement with Kaw Valley Engineering Inc. for the performance, construction inspection and materials services on the 6th & Franklin Intersection Improvements Project in the amount not to exceed \$13,979.50, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

Ordinance No. S-3178 the request of Darin Case, owner, requesting a Special Use Permit to allow the placement of a shipping container on property zoned "RM" Multiple Family Residential at 622 West 8th Street was presented. Planning & Zoning Director Yearout explained the request and answered questions. Commissioner Landes moved to approve Ordinance No. S-3178 the request of Darin Case, owner, requesting a Special Use Permit to allow the placement of a shipping container on property zoned "RM" Multiple Family Residential at 622 West 8th Street, seconded by Commissioner Fitzgerald.

Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

Ordinance No. S-3179 the rezoning of 236 East 5th Street from "CCS' Central Commercial Special to "IL" Light Industrial was presented. Planning & Zoning Director Yearout explained the request and answered questions. Commissioner Sands moved to approve Ordinance No. S-3179 the rezoning of 236 East 5th Street from "CCS' Central Commercial Special to "IL" Light Industrial, seconded by Commissioner Fitzgerald. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

Assistant City Manager Beatty presented a calendar for June and July to set Budget Work Session dates for departments to present their budgets. Commissioner Fitzgerald moved to set June 14, June 29, July 7 and July 12 as Budget Work Sessions for the departments to present their budgets, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion Carried.

## **EXECUTIVE SESSION**

Executive session for Non-Elected Personnel was held. Commissioner Landes moved to enter a twenty minute executive session for non-elected personnel to include City Attorney Logan, City Manager Dinkel and Human Resources Director Van Horn, seconded by Commissioner Fitzgerald. Entered at 8:55 p.m. and returned at 9:15 p.m. Commissioner Fitzgerald stated no actions were taken or decisions made during the session.

## **MAYOR, COMMISSIONER & STAFF COMMENTS**

Mayor, Commissioners and Staff provided reports on Committees and community events.

## **ADJOURNMENT**

Commissioner Landes moved, seconded by Commissioner Fitzgerald to adjourn at 9:36 p.m. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 21ST DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR JUNE 7, 2016.

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Shawna Settles, City Clerk

Mick McCallister, Mayor

**Backup material for agenda item:**

- d. Consideration of City Commission Work Session Minutes for June 14, 2016 Meeting.

## **CITY COMMISSION MINUTES**

June 14, 2016

6:00p.m.

### **CALL TO ORDER**

The Budget Work Session of the Junction City Commission was held on Tuesday, June 14, 2016 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald, Pat Landes, Mick McCallister, Michael Ryan Via Phone and Jim Sands. Staff present was: City Manager Dinkel, Assistant City Manager Beatty, and City Clerk Settles.

### **NEW BUSINESS**

City Manager Dinkel, Assistant City Manager Beatty, Codes Administrator Karmann, Interim Fire Chief Rook, Information Technology Director Germann and Planning & Zoning Director Yearout presented the Administration, Building & Codes Enforcement, Fire Department, Information Technology and Planning & Zoning 2017 budgets.

### **ADJOURNMENT**

Mayor McCallister declared the Budget Work Session adjourned at 9:14 p.m.

APPROVED AND ACCEPTED THIS 21ST DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION WORK SESSION MINUTES FOR JUNE 14, 2016.

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Shawna Settles, City Clerk

Mick McCallister, Mayor

**Backup material for agenda item:**

- a. Presentation of Certificate of Appreciation to Officer Doug Cathey by Mayor McCallister.

# City of Junction City

## City Commission

### Agenda Memo

06-21-16

From: Dan Brei, Interim Chief of Police  
To: Allen Dinkel, City Manager  
Subject: Special Presentation Officer Cathey

---

**Objective:** To recognize Officer Doug Cathey for his actions to provide valuable and potentially life-saving first aid to a fellow off-duty officer suffering from a gunshot wound.

**Explanation of Issue:** Officer Doug Cathey is to be commended for his actions on May 20, 2016 in an off-duty incident where Officer Cathey was able to provide valuable and potentially life-saving first aid to a fellow off-duty officer suffering from an accidental, self-inflicted gunshot wound to the leg. Officer Cathey has been through extensive life-saving training through the US Army, as well as emergency first-aid training while being an Operator on the Junction City Geary County S.W.A.T. Team. Officer Cathey was able to utilize personally owned and carried first-aid equipment to help stabilize the other officer until EMS Personnel arrived.

**Budget Impact:** There is no impact on the budget.

**Alternatives:** The Commission may approve, deny, or postpone the presentation.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends the recognition of Officer Doug Cathey for his actions on May 20, 2016 in providing first aid to a fellow officer.

**Enclosures:**

REQUESTS Detective Sergeant Cory Odell and AEMT Nicholas Nutter


# *Commendation*

## *City Commission Presentation*

Junction City Police Department  
Junction City KS, 66441

TO: Tim Brown  
Chief of Police

Date: 06-01-2016

THRU: Dan Breci   
Captain, Operations Division

FROM: Cory Odell  
Detective Sergeant, Investigations Division

SUBJECT: Commendation for Officer Doug Cathey

I would like to recommend Officer Doug Cathey for a Commendation for his actions on 05-20-2016 in an off-duty incident where Officer Cathey was able to provide valuable and potentially life-saving first aid to a fellow off-duty officer suffering from a gunshot wound. On 05-20-2016 Officer Cathey and Officer Glenn Campbell were at the Police Department Gun Range practicing their shooting skills off-duty when Officer Campbell suffered an accidental self-inflicted gunshot wound to the right leg that traveled from his right thigh, out above his right knee, back into his right calf, and the bullet lodged in his right ankle. Officer Cathey has been through extensive life-saving training through the US Army as well as emergency first-aid training while being an Operator on the Junction City Geary County SWAT Team. Officer Cathey was able to utilize personally owned and carried first-aid equipment to help stabilize Officer Campbell until EMS Personnel arrived on scene. After speaking to AEMT Nick Nutter, first responding EMS Personnel, he advised that it was his belief that the aid rendered by Officer Cathey was beneficial to Officer Campbell due to the close proximity of the wound to arteries that could have greatly increased the severity of Officer Campbell's injury. AEMT Nutter also advised that he felt Officer Cathey was mentally and physically ready and had the equipment on hand to assist Officer Campbell in what he termed an injury that was inches away from being a life and death situation. I would like to add that upon my arrival to the scene Officer Cathey was calm and collected and relaying information to both on-scene Police Department Supervisors, but also keeping Officer Campbell calm while relaying information to on-scene EMS personnel displaying a great level of coolness and calm under pressure.

Nothing Further

  
Cory Odell  
Detective Sergeant

**Breci, Dan**

---

**From:** Nutter, Nicholas  
**Sent:** Saturday, May 21, 2016 8:08 AM  
**To:** Brown, Tim; Breci, Dan; Fitzgerald, Keith  
**Subject:** 5/20 gun range incident

Chief, I would like to express my gratitude towards Officer Cathey for the work that he did prior to the fire department arriving on scene of the unfortunate event that happened at the range yesterday. I hope that you guys commend him on his quick action and his preparedness when it comes to these possible life or death situations. I think this is great example of why how Officer Cathey is prepared for these types of situations not only on the SWAT team, on patrol, and obviously during his off duty time. He is one of very few officers that understand the importance of carrying the medical equipment that he had with him yesterday, I believe that the aid that was rendered was beneficial to the officer that was involved. In instances such as this, it is important to understand that if an artery is severed the potential for loss of life due to blood loss can happen within minutes, possibly before the arrival of EMS. Although this event yesterday could have been much worse, I believe it can be used as a training tool for all law enforcement officers on the importance of keeping these types of simple first aid dressings and tourniquets with them at all times. On scene I commended Officer Cathey on his quick action and his preparedness, and I hope you guys will also commend him, this was within a few inches of being a life or death situation and Officer Cathey was prepared both mentally and physically had the equipment with him to assist his fellow officer.

**Nicholas Nutter**

Junction City Fire Department

AEMT/SWAT-TEMS

**Backup material for agenda item:**

- a. Consider the request from Aging Well for a site option in South Park for the Aging Well Senior Housing Facility.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

06-13-2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **Aging Well Request for Option for Site in South Park.**

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**Objective:** Consider a request from Aging Well for a site option in South Park for the Aging Well Senior Housing Facility.

**Explanation of Issue:** Aging Well was formed to build additional senior citizen living facilities for our area. They are now again asking for an option of land in South Park for their facility. Vic Davis, President of the group, will be at the City Commission meeting to discuss their request.

**Budget Impact:** At this point it is difficult to determine what will be needed; however, I suspect it will have little or no impact.

**Staff Recommendation:** Move forward by releasing the site from any restrictions and consider the option with Aging Well.

**Recommended Motion:** I move to take action and allow South Park to be available as an option for the Aging Well project.

**Attachments:** Letter from Aging Well.



June 13, 2016

**VIA HAND DELIVERY**

Allen Dinkel  
City Manager  
700 N. Jefferson  
Junction City, KS 66441

Re: Senior Housing Facility Site

Dear Allen:

First I would like to thank you, all of the City Commissioners, David Yearout, and other City staff members who have worked with our organization in attempting to secure a site on which to build additional senior citizen living facilities for our area. We certainly appreciate all of your efforts.

As I am sure you know, Leon Osbourn and David Yearout have been looking at potential Aging Well sites since we met with the Land Bank. The Aging Well Board met on June 9, 2016 and determined that the best possible site for a senior living facility is the South Park site that we initially looked at quite some time ago. Aging Well would respectfully request that the City begin taking whatever action is necessary to free up the South Park site from the federal park restrictions. To the extent Aging Well can help that process, please don't hesitate to contact us.

If freeing up the South Park site from park restrictions is successful, it would be our request that the City would enter into an option with Aging Well to donate the South Park site to Aging Well on which to construct a senior living facility which would include independent living opportunities, assisted living quarters, and full nursing care rooms. If Aging Well is unable to secure the necessary financing and other funds needed, Aging Well would not exercise the option.

Aging Well will be present at the June 21 Commission Meeting to verbally make this request. Securing a site for a facility is a big step forward and we appreciate the City working with us on this project.

Very truly yours,

  
Vic Davis  
President, Aging Well

VAD/gh

**Backup material for agenda item:**

- b. Consideration to Award Blue Cross Blue Shield of Kansas as the Health Insurance provider for the benefits year starting 08/01/2016 and ending 07/31/2017.

# City of Junction City

## City Commission

### Agenda Memo

June 17, 2016

**From:** Dawn C. Van Horn, Director of Human Resources  
**To:** City Commission  
**Subject:** Request for approval of benefits proposals

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**Objective:** Seek approval of the insurance benefits proposals for City Employees

**Explanation of Issue:**

Staff requests approval of the benefits proposals provided by Freedom Choice/Blue Cross & Blue Shield of Kansas for health and dental care coverage for the 2017 benefits year that runs from 1 August 2016 to 31 July 2017.

Blue Cross & Blue Shield of Kansas through Select Account will provide the flexible spending accounts and dependent care at a fee of \$4.50 per month per cardholder.

Blue Cross & Blue Shield of Kansas will also be providing the term life insurance of \$20,000 at the current rate of \$3.30 per employee as well as the short-term disability at a rate of \$.22per \$10 unit.

**Budget Impact:** The proposals will provided an estimated savings of \$16,621 per month or \$199,452 per year to the City.

**Alternatives:** It appears the Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the proposals as requested
2. Deny the proposals
3. Table the request
4. Modify the request

**Enclosures:** Comparisons of current benefits with proposed benefits

## Benefits at a Glance - Health Care Benefits

Current



Proposed



**Deductible** \$1,500/\$3,000  
\$3,000/\$6,000

**Deductible** \$1,000/\$2,000  
\$2,500/\$3,500

**Coinsurance**

office visit	\$20.00
Routine Eye Exam	100% - one annually
Specialist	After deductible is met, \$40 per visit
Hospital	After deductible is met, \$250 per visit
Urgent Care Facility	After deductible is met, \$40 per visit
Emergency Room	After deductible is met, \$200 per visit
Preventive Services	100% when coded as preventive  100% when done at Physician's office; deductible then
Out Patient Lab & X-Ray	100% when done at a Free Standing Facility or Hospital Facility.
Out Patient Surgery	Subject to deductible
Mental Health - inpatient	Subject to deductible
Mental Health - outpatient	Subject to deductible
Outpatient Rehabilitation	Subject to deductible
Hospice	Subject to deductible
Home Health Care	Subject to deductible

**Coinsurance**

office visit	\$20.00
Routine Eye Exam	100% - no limit
Specialist	\$50.00
Hospital	\$350.00
Urgent Care Facility	\$100.00
Emergency Room	\$350.00
Preventive Services	Paid at 100% of allowable charges  Pays at 100% to a combined maximum of \$300 for each covered person, each benefit period then subject to deductible/coinsurance
Out Patient Lab & X-Ray	
Out Patient Surgery	Subject to deductible
Mental Health - inpatient	Subject to deductible
Mental Health - outpatient	\$50.00
Outpatient Rehabilitation	Subject to deductible
Hospice	Subject to deductible
Home Health Care	Subject to deductible

**Prescriptions**

Generic Tier 1A	\$3
Generic Tier 1B	\$15
Tier 2	Deductible, then \$30
Tier 3	Deductible, then \$55
Mail Order Copays	\$6/\$30; deductible+\$75; deductible+\$165

**Prescriptions**

Generics	max copay up to \$15
Preferred Brands	\$40
Non-Preferred Brand	\$75
Mail Order Copays	2 1/2 x copay

Current



## Premiums

Proposed



**Deductible** \$1,500/\$3,000

**Deductible** \$1,000/\$2,000

	Total Premium	City Contribution	Employee Contribution		Total Premium	City Contribution	Employee Contribution
Employee	\$440.58	\$352.46	\$88.12	Employee	\$462.61	\$370.09	\$92.52
Employee/Child	\$860.15	\$352.46	\$507.69	Employee/Child	\$903.16	\$370.09	\$533.07
Employee/Spouse	\$945.97	\$352.46	\$593.51	Employee/Spouse	\$993.27	\$370.09	\$623.18
Family	\$1,354.02	\$352.46	\$1,001.56	Family	\$1,421.72	\$370.09	\$1,051.63



**Deductible** \$3,000/\$6,000

**Deductible** \$2,500/\$3,500

	Total Premium	City Contribution	Employee Contribution		Total Premium	City Contribution	Employee Contribution
Employee	\$362.18	\$289.74	\$72.44	Employee	\$380.29	\$304.23	\$76.06
Employee/Child	\$860.15	\$352.46	\$507.69	Employee/Child	\$742.43	\$370.09	\$372.34
Employee/Spouse	\$945.97	\$352.46	\$593.51	Employee/Spouse	\$816.51	\$370.09	\$446.42
Family	\$1,354.02	\$352.46	\$1,001.56	Family	\$1,168.71	\$370.09	\$798.62

\*\*\*Gallagher/AETNA proposed rate increase was 22%

## Benefits at a Glance - Dental Care Benefits

Current		Proposed	
<b>Deductible</b>	\$1,500	<b>Deductible</b>	\$1,500
<b>Preventive</b>	<p>No deductible - 100% payment</p> <p>Oral examinations - one every 6 months</p> <p>Diagnostic x-rays- bitewings one every 6 months for under age of 18 and once a year for over age of 18</p> <p>Prophylaxis - one every 6 months</p> <p>Fluoride applications up to age 19</p> <p>Space Maintainers - dependents under age of 14</p> <p>Sealants- once in lifetime for dependents under age of 16</p>	<b>Preventive</b>	<p>No deductible - 100% payment</p> <p>Oral examinations - no limits</p> <p>Diagnostic x-rays - no limits</p> <p>Prophylaxis - no limits</p> <p>Fluoride up to age of 21</p> <p>Space Maintainers - no limits</p> <p>Sealants - every 4 years from age 5 to 17</p>
<b>Deductible</b>	<p>\$50.00 per person per coverage year</p> <p>\$150.00 maxium per family per coverage year</p> <p>Basic &amp; Major Services are combined to meet the deductible</p>	<b>Deductible</b>	<p>\$25.00 per person per coverage year</p> <p>\$75.00 maxium per family per coverage year</p> <p>Basic &amp; Major Services are combined to meet the deductible</p>
<b>Basic Services</b>	<p>After deductible - 80% payment</p> <p>Emergency exam</p> <p>Oral Surgery</p> <p>Fillings</p> <p>Endodontics - root canals and root canal fillings</p> <p>Periodontics- treatment of the diseases of tissues support teeth</p>		<p>\$25/\$75 Co - Pay/80% payment</p> <p>Emergency treatment for pain</p> <p>Oral Surgery</p> <p>Fillings (except gold)</p> <p>Endodontics - root canals treatments, pulpotomy, pulp capping</p> <p>Periodontics- non-surgical</p> <p>General aenesthesia during dental treatments</p> <p>Repair of dentures</p> <p>Simple Extractions</p> <p>Non-surgical care of acute oral infection and lesions</p>
<b>Major Services</b>	<p>After deductible - 50% payment</p> <p>Special Restorative , regular restorative dentistry, crowns</p> <p>Prosthodontics</p>	<b>Major Services</b>	<p>\$25/\$75 Co - Pay/50% payment</p> <p>Surgery of bony structure supporting the teeth</p> <p>Periodontal surgery</p> <p>Bridges</p> <p>Onlays</p> <p>Crowns</p> <p>Dentures (full or partial)</p> <p>Dental Implants service - \$1,000 lifetime max per person</p>
		subject to 240 day waiting period	

## Premiums

Current



Deductible

\$1,500

Total Premium	City Contribution	Employee Contribution
------------------	----------------------	--------------------------

Employee	\$23.90	\$23.90	\$0.00
Employee/Child	-	-	-
Employee/Spouse	-	-	-
Family	\$70.46	\$47.18	\$23.28

Proposed



Deductible

\$1,500

Total Premium	City Contribution	Employee Contribution
------------------	----------------------	--------------------------

Employee	\$29.58	\$29.58	\$0.00
Employee/Child	\$63.60	\$42.61	\$20.99
Employee/Spouse	\$59.82	\$40.08	\$19.74
Family	\$93.13	\$62.40	\$30.73

**Backup material for agenda item:**

- c. Consideration of Ordinance No. G-1195 Amendment to Section 120.010 Court Costs.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

June 21, 2016

**From:** Krista Blaisdell, City Prosecutor  
**To:** Allen Dinkel, City Manager  
**Subject:** Ordinance Number – G-1195: Section 120.010 – COURT COSTS

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**Objective:** To raise the city court costs \$3.00 to compensate the increase in Kansas Commission on Peace Officers' Standards and Training Fund.

**Explanation of Issue:** On May 12, 2016, Governor Brownback approved legislation increasing the Kansas Commission on Peace Officers' Standards and Training Fund by \$2.50. Which would be a total fee of \$22.50 assessed to each municipal case, except parking, effective July 1, 2016. It is my recommendation to the Commission to raise the total \$3.00 which will bring court costs for a traffic case to \$120 and misdemeanor case to \$130.00, parking costs will not be affected.

**Budget Impact:** There are no budgetary impacts.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand:

1. Approve G-1195.
2. Disapprove G-1195.
3. Modify the ordinance.
4. Table the request.

**Recommendation:** Staff recommendation that the City Commission approve G-1195 amending City Ordinance Section 120.010.

**Enclosures:** Ordinance G-1195.

## **ORDINANCE NO. G1195**

### **AN ORDINANCE AMENDING TITLE I: GOVERNMENT CODE; CHAPTER 120: MUNICIPAL COURT, BAIL AND BONDING; ARTICLE I: MUNICIPAL COURT; SECTION 120.010: COURT COSTS OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, Junction City has recognized the state increase in court costs and with such acknowledgement believe that an increase of \$3.00 is reasonable and within the discretion of the City.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**Section 1. SECTION 120.010 is amended to read as follows:**

#### **SECTION 120.010: - COURT COSTS**

- A. The Municipal Court shall assess the following court costs in cases in the Municipal Court:
  - 1. One hundred and fifteen dollars (\$115.00) in any case involving a violation of the Standard Traffic Ordinance as adopted by the City of Junction City, Kansas
  - 2. One hundred and twenty-five dollars (\$125.00) in any case involving a violation of any other Municipal ordinance adopted by the City of Junction City, Kansas
  - 3. Also, in any case involving a violation of the ordinances set forth above, an additional five dollars (\$5.00) court cost shall be assessed and deposited in the Junction City Special Law Enforcement Fund for law enforcement purposes.
- B. In addition to the forgoing court costs, the Municipal Court shall further assess such additional court costs for witness fees and mileage as authorized by K.S.A. 12-4411. Attorney's fees may be assessed to those defendants found guilty of any offense when defendants found to be indigents are provided with counsel in accordance with Section 120.030.
- C. The Court may also assess as costs the amounts expended by the City to transport such person from a confinement facility located outside the City of Junction City to the City of Junction City for appearance before the Municipal Court if such person was transported or had previously been found guilty of an offense by reason of which a person was transported. Such costs may include mileage, food, lodging, and related direct expenditures for the person and any law enforcement officer involved in the transport of such person.

**Section 2.** This ordinance shall become effective upon publication in the Junction City Daily Union as required by law.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JUNE, 2016.

\_\_\_\_\_  
MICK MCCALLISTER  
Mayor

ATTEST:

\_\_\_\_\_  
Shawna Settles  
City Clerk

**Backup material for agenda item:**

- d. Consideration of noise, animal ordinance, Resident Transient, Itinerant and Peddler waivers, street closure; authorization to discharge fireworks and to ban bicycles and skateboards for Sundown Salute from 06/30/16 - 07/04/16 in Heritage Park.

# City of Junction City

## City Commission

### Agenda Memo

June 21, 2016

From: Sharon Glessner, Sundown Salute Executive Director  
To: City Commission and Allen Dinkel, City Manager  
Subject: Ordinance Waivers for Sundown Salute 2016

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**Objective:** Waiver of various ordinances and other sundry items for the Sundown Salute event to be held 06/30/16 – 07/04/16.

**Explanation of Issue:** The Sundown Salute event will be held in Heritage Park, 127 West 6th Street, Junction City, KS. In order to hold the event as in the past and as currently planned, they are requesting the following:

- 1) Waiver of the noise ordinance for 06/30/16 - 07/04/16.
- 2) Waiver of the animal ordinance - Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to service dogs and those animals contracted by Sundown Salute, Inc. or the Junction City Police Department.
- 3) Resident, Transient and Itinerant and Peddler Ordinance - Request that craft and food vendors be allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from 06/30/16 - 07/04/16 without a city license. This waiver would apply only to those vendors registered with or approved by Sundown Salute, Inc.
- 4) Request authorization to discharge fireworks at approximately 10:30 pm on July 4, 2016 from the 200 block of East 6th Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) Bicycles / Skateboards - Request authorization to ban bicycles and skateboards in Heritage Park from 06/30/16 - 07/04/16. This ban would not apply to those bicycles contracted by Sundown Salute, Inc.
- 6) Request is made to close streets from 06/28/16 - 07/05/16. See enclosed attachment for street closures.
  - a) 100 block of West 5<sup>th</sup> Street
  - b) 100 and 200 block of West 6<sup>th</sup> Street
  - c) 500 block of North Washington
  - d) 500 and 600 block of North Jefferson

7) Request is made to close the following streets from 5:00 pm on Monday, July 4, 2016 through midnight on Monday, July 4, 2016.

- a) 100 block of East 6<sup>th</sup> Street
- b) 600 block of North Washington

**Budget Impact:** There is no impact on the budget.

**Alternatives:** The Commission may approve, deny, or modify the request.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends approval of the request for waivers of City ordinance, street closures and the authorization to discharge fireworks and ban bicycles and skateboards in Heritage Park for Sundown Salute 2016

**Enclosures:**

Sundown Salute Request from Sharon Glessner, Executive Director

Street Closure Map

# Memo

**To:** Tim Brown, Chief of Police  
Rick Rook, Fire Chief

**From:** Sharon Glessner, Executive Director  
Sundown Salute, Inc.

**CC:** Allen Dinkel, City Manager

**Date:** June 8, 2016

**Re:** Sundown Salute

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Sundown Salute is scheduled for 06/30/16 – 07/04/16


The event will be held in Heritage Park, 127 West 6<sup>th</sup> Street, Junction City, KS 66441.

On behalf of the Sundown Salute committee, I am requesting that you waive the following:

- 1) **Noise Ordinance** for 06/30/16 - 07/04/16
- 2) **Animal Ordinance** – Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to seeing eye dogs and those animals contracted by Sundown Salute, Inc or the Junction City Police Department.
- 3) **Resident, Transient and Itinerant Peddler Ordinance** – Request that craft and food vendors are allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from 06/30/16 - 07/04/16 without a city license. This waiver would apply only to those vendors registered with Sundown Salute, Inc.
- 4) **Fireworks** – Request authorization to discharge fireworks at approximately 10:30 pm on 07/04/16 from the 200 block of East 6<sup>th</sup> Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) **Bicycles / Skateboards** – Request authorization to ban bicycles and skateboards in Heritage Park from 06/30/16 - 07/04/16. This ban would not apply to those bicycles contracted by Sundown Salute, Inc.
- 6) **Road Closures** – Request authorization to close the following roads from 06/28/16 - 07/05/16. See attachments.

Sharon Glessner  
Executive Director  
Sundown Salute, Inc.



 ENGINEERING DEPARTMENT 700 N. JEFFERSON JUNCTION CITY, KS 66441 (785) 238-3103	CITY OF JUNCTION CITY AREA LOCATION MAP	Aerial Location Map Street Closures + Detour Routes 2015 Sundown Salute Celebration	
		DATE: June 2015	SCALE: Not to Scale
DRAWN: B.W. Brown		FILE:	

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Closed June 29 through July 5(morning)

100 block of West 5<sup>th</sup>

100 and 200 block of West 6<sup>th</sup>

500 block of North Washington

500 and 600 block of North Jefferson

Closed 5:00pm to Midnight July 4

100 block East 6<sup>th</sup> Street

600 block North Washington

**Backup material for agenda item:**

- e. Consideration to purchase a 2016 Dodge Charger from Davis-Moore Automotive in the amount of \$25,199.00 to use as the Canine Handler vehicle.

# City of Junction City

## City Commission

### Agenda Memo

06-21-16

From: Dan Brei, Interim Chief of Police  
To: Allen Dinkel, City Manager  
Subject: Purchase of Vehicle

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**Objective:** Consideration Canine Handler vehicle purchase.

**Explanation of Issue:** The Police Department seeks approval to purchase a 2016 Dodge Charger Police K-9 vehicle to replace the 2014 Dodge Charger currently being driven by the K-9 Handler. The 2014 Dodge Charger will remain in the fleet.

The following bids were received for this vehicle. Both are state contract bids.

Davis-Moore Automotive, Wichita, KS	\$25,199.00
GSA	\$27,492.20

**Budget Impact:** Purchase of this vehicle will be made with asset forfeiture funds.

**Special Considerations:** There are no special considerations.

**Alternatives:** The Commission may approve, deny or postpone this item.

**Recommendation:** Staff recommends a motion to approve the purchase of a 2016 Dodge Charger Police K-9 vehicle.

**Suggested Motion:**

Move to approve the purchase of a 2016 Dodge Charger Police K-9 vehicle.

**Enclosures:** Vehicle bids

DAVIS-MOORE AUTOMOTIVE INC  
7675 E. Kellogg  
WICHITA, KS 672071613

Configuration Preview

Date Printed: 2016-06-08 12:09 PM VIN:  
Estimated Ship Date: VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 00KMR Geary County Sheriffs  
Department  
FAN 2:  
Client Code:  
Bid Number: TB6166  
PO Number:

Sold to:  
DAVIS-MOORE AUTOMOTIVE INC (24294)  
7675 E. Kellogg  
WICHITA, KS 672071613

Ship to:  
DAVIS-MOORE AUTOMOTIVE INC (24294)  
7675 E. Kellogg  
WICHITA, KS 672071613

Vehicle: 2016 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,300
Package:	29A	Customer Preferred Package 29A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DGJ	5-Speed Auto W5A580 Transmission	0
Paint/Seat/Trim:	PX8	Pitch Black Clear Coat	0
	APA	Monotone Paint	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Matte Blk Grille-Matte Blk Xhaire	0
	LNF	Black Left Spot Lamp	210
	CKD	Floor Carpet	125
	AMV	Fleet Park Assist Group	360
	GUK	Power Heated Mirrors w/Men F/Away	60
	4DH	Prepaid Holdback	0
	6N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6166	Government Incentives	0
Discounts:	YGF	8 Additional Gallons of Gas	0
Destination Fees:			995

Total Price: 36,040

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Customer Name:  
Customer Address: USA

PSP Month/Week:  
Build Priority:

99

\$ 25,199.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

## Standard Features - LEECS-CHARGER POLICE AWD

KW	12V Center Console Power Outlet
LC	160 MPH Primary Speedometer
DJL	175MM Front Axle
NLD	18.5 Gallon Fuel Tank
WEG	18X7.5 Steel Wheels
BAJ	220 AMP Alternator
DR4	230MM Rear Axle
MM	3.67 Rear Axle Ratio
DGJ	5-Speed Auto W5A580 Transmission
RFU	5.0" Touchscreen Display
EZH	5.7L V8 HEMI MDS VVT Engine
WAS	50 State Emissions
RCB	16 Speakers
BCT	800 Amp Well-Insulated Free Battery
GAP	Acoustic Front Door Glass
QAK	Acoustic Windshield
CBD	Active Head Restraints
DKB	Active 7/Case W/Port Axle Disconnected
CG3	Advanced Multistage Front Air Bags
HAD	All Operating External Zone Lamp Control
JMA	Air Filtering
BNP	All Speed Traction Control
MSX	All Wheel Drive Badge
XBN	Adjusting Front Suspension Pads Module
LMG	Automatic Headlamps
CHD	AutoStick (R) Automatic Transmission
LMC	Bi-Function Halogen Projector Hi/Lamp
MFA	Black Headlamp Bezels
XSB	Black Interior Accents
CKJ	Black Vinyl Floor Covering
MNK	Body Color Door Handles
VEP	Body Color Exterior Mirrors
MRC	Bodycolor Lower Bodyside Cladding
XBX	Brake & Kinesthetic Pads Module
BGE	Brake Assist
XSL	Brake/Park Interlock
WMH	Bright Hub Caps
XJM	Captives Fuel Filter
CKM	Cargo Compartment Dress-Up
GG6	Center Rear 3-Point Seat Belt
MT1	Charger Badge
GS4	Child Seat Upper Tether Anchorage
LPA	CHMSL Lamp

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Standard Features - LDE248 CHARGER POLICE AWD	
QVB	Column Mount Automatic Shift Lever
JFA	Compass Gauge
DSB	Conventional Differential Rear Axle
LAT	Custom Defined Color Display Monitor
X02	Door Pairs Module
JUB	Dual Note Electric Horns
NER	Dual Rear Exhaust
XXX	Electro-Hydraulic Power Steering
ENB	Electronic Stability Control
XAX	Engine Hour Meter
NKA	Engine Oil Cooler
CFW	Fixed Rear Seat
GEC	Front & Rear Solar Control Glass
LCK	Front Dome Lamp
XBW	Front Passengers Pairs Module
GGD	Front Height Adjust Shoulder Belts
LBX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Pairs Module
XPA	Front Suspension Pairs Module
TBW	Full Size Spare Tire
NCH	Gloss Black Plastic Applique
MAE	Gloss BIK Grille-Gloss BIK Xhairs
LAG	Glove Box Lamin
TZA	Goodyear Brand Tires
ZV	Glove Pailing - 5500lb
*C8	HD Cloth Bucket & Rear Bench Seats
XPD	Heated Wrester Fluid Nozzles
SDH	Heavy Duty Suspension
NZE	High Speed Engine Controller
BNG	Hill Start Assist
BPT	Hydraulic Assist Brake Booster
JKK	Inside Emergency Trunk Lt Release
JAY	Instrument Cluster w/flash
JAA	Instrument Panel
X3I	Instrument Panel Pairs Module
XRB	Integrated Voice Command w/Bluetooth
BGT	Integrated Window Antenna
GX4	Keyless Go
SKC	Leather Wrapped Steering Wheel
LM5	LED Daytime Running Lamps
SRK	Load Leveling and Height Control
CUM	Mini Floor Console
APA	Mordous Paint

## Standard Features - LEO/CHARGER POLICE AWD

RC8	No Radio Amplifier
X08	Non-Adjustable Pedals
LAH	Outside Temp Display
PAW	225/60R18 BSW Performance Tires
CXN	Part Tracking
GSR	Passenger Assist Handicap
NFA	Performance Exhaust
SBP	Performance Steering
BR9	Police ABS 4-Wheel Hd Disc Brakes
AVB	Police Grille
JPS	Power 6-Way Driver Seat
JKY	Power Accessory Delay
GTF	Power Mirrors w/Manual Foldaway
NMF	Power Steering Cooler
X87	Power Train Parts Module
JPC	Power Window Release
JP3	Power Front Windows, 1-Touch Up & Down
BMG	Rain Brake Support
BHD	Ready Alert Braking
GXT	Rear Door Child Protection Locks
X8UJ	Rear Fascias Parts Module
XMT	Rear Suspension Control Blade Parts Module
X85	Rear Suspension Parts Module
GRA	Rear View Mirror w/Map/Nav
GFA	Rear Window Defroster
LHL	Removable Steering Wheel Buttons
JKD	Remote Fuel Door Release
OXD	Remote Proximity Keyless Entry
RSX	Remote USB Port
AXR	Secure Park
GXX	Sentry Key Theft Deterrent System
XBK	Savage Duty Engine Cooling
GAM	Solar Control Glass
AFM	Special Service Outfit
NHM	Speed Control
PLP	Speed Sensitive Power Locks
LNQ	Spot Lamp Prep.
RQZ	Steering Wheel Mounted Audio Ctr
GNC	Sun Vents w/illum Vanity Mirrors
CJZ	Supp. Side Curtain Entry Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
SUE	Tachometer Telescope Steering Ctr
XBN	Tip Start

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Standard Features - IDEAS-CHARGER POLICE AWD	
XUB	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
LBG	Trunk Lamp
RA2	Disconnect 5.0
IDA	Underhood Lamp
JHA	Var Intermittent Windshield Wipers
CKL	Vinyl Trunk Liner & Cover

## Fleet Park Assist Group (AMV)

Image not available at this time. Please try again later.

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### Details:

- ParkSense Rear Park Assist System (XAA)
- ParkView(TM) Rear Back-up Camera (XAC)

## CONTRACT AWARD

**Date of Award:** October 01, 2014

**Contract ID:** 39791  
**Event ID:** EVT0003331  
**Replace Contract:** EVT0002541

**Procurement Officer:** John T Lowe  
**Telephone:** 785/296-3126  
**E-Mail Address:** [john.lowe@da.ks.gov](mailto:john.lowe@da.ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts>

**Item:** Vehicle, Police, Dodge Charger

**Agency/Business Unit:** Statewide - Mandatory

**Period of Contract:** October 01, 2014 through August 31, 2016  
(With the option to renew for two (2) additional one (1) year periods)

**Contractor:** DAVIS MOORE INC  
PO BOX 780047  
WICHITA, KS 67278-0047  
Vendor ID: 0000048389  
FEIN: 480768111  
Contact Person: Jack Pulley  
E-Mail: [jpulley@davis-moore.com](mailto:jpulley@davis-moore.com)  
Local Telephone: 316-618-2000  
Fax: 316-618-2128

**Amendments:** Amendment 1—Contract renewal through August 31, 2016 with pricing update

**Payment Terms:** NET 30 DAYS

**Political Subdivisions:** Pricing is available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies may not use a P-Card for purchases from this contract.

**Administrative Fee:** Administrative Fees have been incorporated into the unit prices of this contract.

## **1. Terms and Conditions**

### **1.1. Contract Documents**

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

### **1.2. Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

### **1.3. Definitions**

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

### **1.4. Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### **1.5. Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts  
900 SW Jackson, Suite 451-South  
Topeka, Kansas 66612-1286  
RE: Contract Number 39791

or to any other persons or addresses as may be designated by notice from one party to the other.

### **1.6. Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### **1.7. Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

### **1.8. Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

### **1.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

### **1.10. Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **1.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **1.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **1.13. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

### **1.14. Hold Harmless**

~~The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.~~

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

**1.15. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**1.16. Breach**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

**1.17. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**1.18. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

**1.19. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

**1.20. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**1.21. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

**1.22. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work ~~under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally~~ responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**1.23. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

#### **1.24. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

#### **1.25. Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

#### **1.26. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

#### **1.27. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

#### **1.28. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

#### **1.29. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

#### **1.30. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

#### **1.31. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract.

The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

### **1.32. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### **1.33. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

### **1.34. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### **1.35. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **1.36. Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

### **1.37. Contract Price**

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

### **1.38. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **1.39. Invoices**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice,
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

#### **1.40. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

#### **1.41. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

#### **1.42. Quarterly Reports**

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: [reports@da.ks.gov](mailto:reports@da.ks.gov), in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

#### **1.43. Administrative Fee**

Contractor(s) must pay a .5% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following

the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

**1.44. Shipping and F.O.B. Point**

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**1.45. Deliveries**

All orders shall be shipped within 90-120 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

**1.46. Charge Back Clause**

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

**1.47. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**1.48. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

**1.49. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**1.50. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**1.51. New Materials, Supplies or Equipment**

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**1.52. Inspection**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

**1.53. Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

**1.54. Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**1.55. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

**1.56. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**1.57. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

**1.58. Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

**1.59. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**1.60. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

## SPECIAL PROVISIONS

1. This contract is established to provide Current Model Year Law Enforcement Dodge Charger Vehicles to the Kansas Highway Patrol and all other State of Kansas Agencies.
2. **Quarterly Reports:** The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Report are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contract Open Records Officer or his/her designee located at 900 SW Jackson, Suite 451 South, Topeka, KS 66612-1216. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: [reports@da.ks.gov](mailto:reports@da.ks.gov), in Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://da.ks.gov/purch>, under the "Forms" link.

Report Types Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- o Sales Summary – Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
  - o Items Sold – Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
  - o Items Sold, by Agency – Same as above, except sorted by agency.
3. **Administrative Fee:** Vendor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. **The fee is to be included in the cost (bid price) of the goods or services.** The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Division of Purchases" and must be paid within 30 days following the end of each quarter.
  4. **Open-Ended Contract:** This is an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.
  5. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems. Continued delivery problems may result in termination of the contract.
  6. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:
    1. date of invoice,
    2. date of shipment (or completion of work);
    3. purchase order number and contract number;
    4. itemization of all applicable charges; and
    5. net amount due.
  7. **Contract Period:** Date of Award through August 31, 2016 or until vehicles are no longer available from the manufacturer. Contract may be renewed for two (2) additional model years under the same terms and conditions by mutual consent of both parties.

8. **Orders:** Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number.
9. **Payment Terms:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

10. **Prices:** Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.
11. **Delivery:** Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 500 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

Bidders must guarantee delivery of vehicles ordered prior to March 1, of the model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the Contractor receives an order and cannot guarantee delivery, the Contractor will immediately notify the ordering Agency in writing with a copy to the Procurement Officer.

12. Delivery costs are shown as a separate price as provided for on the Price Schedule. A price per mile per vehicle is provided to determine delivery costs to any Kansas location.

All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage. The attached mileage chart will be used to determine delivery charges if delivery is made to a city not shown on the price schedule based upon the contractor's unit price per mile.

Contractors will not charge mileage for delivery to destinations within the City where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in the total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

13. Pricing shall be valid for purchases made by any State Agency.
14. Factory options not specifically requested in this IFB shall be provided at manufacturer's Invoice pricing.
15. Attached are the specifications for both the base vehicle and the optional equipment. All vehicles will be ordered with one color standard factory paint.
16. Contractors shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence. **DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE.**
17. Although the Kansas Highway Patrol in Topeka is referenced in this specification, the Contractor agrees to furnish vehicles to any State of Kansas Agency located throughout the State without a minimum order quantity.

**Vehicle Specifications  
Dodge Charger LDDE48 Police**

It is the intent of this specification to describe an automobile to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It

will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus - 20 F to plus 110 F.

The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.

The vehicle shall be new (unused), current model year production. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor's warranty.

The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.

All bidders are required to submit a list, including company name, address and phone number of all factory authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The successful vendor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.

Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.

The following items are expected to be completed by the factory or servicing dealer prior to delivery:

1. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.
2. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer's specified levels.
3. The engine shall be tuned to manufacturer's specifications, including ignition timing.
4. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.
5. Fuel gauge to show 1/4 full by using a minimum of 87-octane gasoline upon arrival at delivery.
6. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.
7. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the Agency. Vehicles not meeting this requirement will be rejected.
8. ~~All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.~~
9. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer's specification requirements at a local garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor's responsibility and in no way charged to the State of Kansas.
10. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed shall remain attached to the glass.

11. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.
12. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.
13. Delivery of vehicles to the Kansas Highway Patrol (KHP) will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.
14. Two complete sets of service manuals (1 book & 1 CD Rom) shall be delivered to KHP Fleet Operations with the initial delivery of vehicles.
15. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.

#### **DELIVERY OF VEHICLES:**

The exact number of cars to be delivered to the KHP each month will be determined by the Fleet Administrator, and will be based upon the production schedule of the KHP Fleet Operations. The vendor will be required to contact the Fleet Administrator, at (785) 296-8535, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the vendor will be required to contact the Fleet Administrator the Friday before the 20th.

The vendor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.

#### **INCENTIVES:**

All available manufacturer or dealer incentives will be passed on to the purchaser.

#### **WARRANTY:**

The vehicle must have, at minimum, a three (3) year, 36,000 mile, bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. The power train warranty shall be fully transferable for a period of five (5) years, or 100,000 miles.

#### **POST-AWARD CONFERENCE**

The vendor is required to personally meet with the KHP Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

#### **SPECIFICATIONS**

New, unused, current model year, four-door, rear wheel drive, unitized steel body, 120.0" wheelbase sedans equipped for use as highway patrol units (police pursuit) capable of obtaining top speeds between 135 and 147 MPH. KHP will be order vehicles with V-6 engines with and without spotlights and V-8 engines with spotlights.

**SPECIFICATIONS FOR STANDARD EQUIPMENT:**

ITEM
<b>Air Bags:</b> Driver and passenger front, head, and supplemental side curtain air bags.
<b>Air Conditioning:</b> Manual with wide open throttle cutoff.
<b>Alarm System:</b> Factory alarm system with remote keyless entry and (2) key fobs.
<b>Alternator:</b> High output 220 amp.
<b>Battery:</b> Maintenance free, 96 amp-hr, 800 CCA battery.
<b>Brakes:</b> Power 4-wheel disc with anti-lock (ABS) and traction control.
<b>Cooling System:</b> Severe duty cooling system.
<b>Speed Control:</b> Cruise control.
<b>Deck lid:</b> Battery powered release on lower left side of instrument panel.
<b>Defroster:</b> Rear window.
<b>Differential:</b> Heavy duty, rear wheel drive, limited-slip unit with final drive ratio of 2.65.
<b>Dome Light:</b> Independently switched white and red LED
<b>Door Locks:</b> Power locks on all 4 doors.
<b>Driveshaft:</b> Aluminum.
<b>Engine:</b> 3.6L VVT V-6 flex fuel capable.
<b>Exhaust system:</b> Stainless steel.
<b>Floor covering:</b> Heavy duty carpet.
<b>Fuel Tank:</b> 19.4 gallon.
<b>Gas Cap:</b> Cap less fill.
<b>Glass:</b> Tinted.
<b>Headlamps:</b> Halogen headlamps with factory installed software controlled alternating flasher.
<b>Head Restraints:</b> Adjustable.
<b>Instrument Cluster:</b> Analog gauges indicating fuel, tachometer and coolant temperature. Integrated engine hour meter. Speedometer with electronic certified calibration from 0-160 MPH.
<b>Lamps:</b> Under hood, and trunk. Interior lamps deactivated with doors open. Software controlled alternating headlamp / tail lamp flasher.
<b>Manuals:</b> Owners manual and aftermarket manuals placed in the glove compartment.
<b>Mirrors:</b> Power side view mirrors with foldaway.
<b>Paint:</b> Clear coat.
<b>Police Group:</b> Full police package.
<b>Radio:</b> AM/FM stereo with CD player and pre-wire harness for 2-way.
<b>Seats:</b> Cloth front buckets with 6-way power driver's seat. Cloth rear seat matching front seat material.
<b>Steering Wheel:</b> Tilt / telescoping steering column.
<b>Suspension:</b> Front- heavy duty independent with stabilizer bar and coil spring over nitrogen gas pressurized shock absorbers. Rear- Five-link independent with coil springs, link type stabilizer bar, and gas charged self-leveling shock absorbers.
<b>Tires:</b> Four (4) P225/60R-18 speed rated police pursuit tires with tire pressure monitoring system.
<b>Traction/Stability Control:</b> Electronic stability control with brake assist and all-speed traction control.
<b>Transmission:</b> 5-speed automatic.
<b>Wheels:</b> 18 x 7.5 heavy-duty steel.
<b>Windows:</b> Power with one-touch down driver's side.
<b>Bluetooth:</b> Blue tooth capable

**SPECIFICATIONS FOR OPTIONAL EQUIPMENT:**

ITEM	MFG. CODE
<b>Equipment Bracket:</b> Police equipment mounting bracket.	XFX
<b>Engine:</b> 5.7L VVT Hemi V-8.	29A / EZH
<b>Floor Mats Black Rubber:</b> "MOPAR" vehicle specific heavy duty black rubber mats for front driver & passenger.	DLR
<b>Instrument Cluster:</b> Analog gauges indicating fuel, tachometer and coolant temperature. Integrated engine hour meter. Speedometer with electronic certified calibration from 0-160 MPH.	29A
<b>Keys:</b> Three (3) ignition keys per vehicle.	DLR
<b>License Plate Bracket:</b> Front.	DLR
<b>Mirrors:</b> Heated outside power mirrors.	GUK
<b>Mud Guards:</b> OEM, black, heavy duty installed on all four wheel wells.	DLR
<b>Remote Starter:</b> MOPAR remote starter.	DLR
<b>Spotlight:</b> Factory installed black driver's side.	LNF
<b>Wheel Covers:</b> Bolt on full wheel covers on all vehicles.	W8A—V6 W8B—V8

**PRICE SCHEDULE**

ITEM	Mfg. Code	Unit Prices
<b>Base vehicle with standard equipment</b>	LDDE48	\$22,882.00
All-wheel Drive Base Vehicle with Standard Equipment and V-8 Engine	LDEE48	\$24,545.00
Equipment Bracket: Police equipment mounting bracket.	XFX	N/C
<b>Engine:</b> 5.7L VVT Hemi V-8. (2 Wheel Drive)	EZH	\$1,985.00
<b>Floor Mats Black Rubber:</b> "MOPAR" vehicle specific heavy duty black rubber mats for front driver & passenger.	Dealer	\$66.00
<b>Keys:</b> Three (3) ignition keys per vehicle.	Dealer	\$110.00
<b>License Plate Bracket:</b> Front.	Dealer	\$12.50
<b>Mirrors:</b> Heated outside power mirrors.	GUK	\$53.00
<b>Mud Guards:</b> OEM, black, heavy duty installed on all four wheel wells.	Dealer	\$120.00
<b>Remote Starter:</b> MOPAR remote starter.	Dealer	\$327.00
<b>Spotlight:</b> Factory installed black driver's side.	LNF	\$178.00
<b>Wheel Covers:</b> Bolt on full wheel covers on all vehicles.	W8B	\$27.00

**Delivery Costs**

Ship To Location: Topeka, Kansas

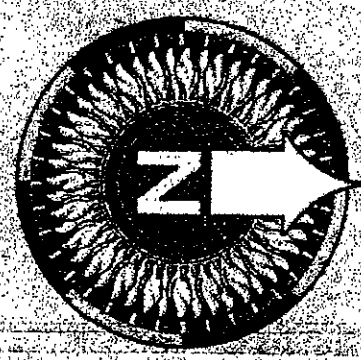
Price per Vehicle: \$110.16

All other locations \$.81 per mile per vehicle.

Location of shipping point from which mileage will be calculated: Wichita, Kansas

*Distances are measured via the shortest US, K. Interstate Highway route combinations and the Kansas Turnpike. Italicized numbers indicate the length of the trip by live or more miles.*

141	Abilene
128	Arkansas City
106	Atchison
90	Baxter Springs
50	Belleville
155	Cherokee
180	Clay Center
161	Colby
151	Concordia
131	Dodge City
123	El Dorado
118	Emporia
117	Fort Scott
117	Garden City
117	Goodland
117	Greene
117	Hayes
117	Hutchinson
117	Independence
117	Junction City
117	Kansas City
117	Lawrence
117	Leavenworth
117	Liberal
117	Manhattan
117	McPherson
117	Newton
117	Olney
117	Ottawa
117	Overland Park
117	Parsons
117	Pittsburg
117	Pratt
117	Rice
117	Salina
117	Scott City
117	St. Francis
117	Topeka
117	Troy
117	Wellington
117	Winfield



# MILEAGE CHART

## **2. Contractual Provisions Attachment**

DA-146a Rev. 06/12

### **2.1. Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

### **2.2. Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

### **2.3. Termination Due To Lack Of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

### **2.4. Disclaimer Of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

### **2.5. Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

### **2.6. Acceptance Of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**2.7. Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**2.8. Representative's Authority To Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**2.9. Responsibility For Taxes**

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

**2.10. Insurance**

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

**2.11. Information**

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

**2.12. The Eleventh Amendment**

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**2.13. Campaign Contributions / Lobbying**

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



## Price Comparison

SUMMARY						
POLICE USE VEHICLES - SEDANS - ( 17 - SEDAN, POLICE USE, 4 DOOR)						
CONTRACTOR	MODEL	MODEL YR.	ADDITIONAL INFO	MPG (City/Hwy/Combined)	g CO2/mile	TOTAL PRICE
FCA US LLC	CHARGER	2016		19/31/23	386	\$ 27,492.20
FORD	POLICE INTERCEPTOR SEDAN	2016		17/25/20	444	\$ 27,922.46
GM	CAPRICE	2017		15/24/18	503	\$ 28,399.18 *

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.

Req. (Requires) = In order to get the selected option, you must also select from the listed required options.

Excl. (Excludes) = The selected option cannot be ordered with the listed options.

Note: \*\*\* Denotes that one or more options are **NOT AVAILABLE (N/A)**. Please see Contract Detail below:

Manufacturer	FCA US LLC	FORD	GM
Model Picture			
Model	CHARGER	Police Interceptor Sedan	CAPRICE
Model Year	2016	2016	2017
Additional Info			
Program 1122	Yes	Yes	Yes
Base Price \$ (A)	22,081.00	23,043.00	27,548.00
+ Vehicle Options :			
AWD	4,304.00 Incl: DIFA IE2	1,000.00	N/A
BTCS	0.00	0.00	0.00
CM	107.00	105.00	85.00
CU	-103.00	50.00	0.00
DRL	0.00	42.00	25.00
IE2	Included	2,654.00	N/A
MER2	51.00	50.00	55.00
SLED	310.00	302.00	N/A
SRO	0.00	0.00	N/A
WC - <i>Center caps</i>	35.00	50.00	35.00
Addtl Required Vehicle Options (G)	0.00	0.00	0.00
Total Vehicle Options (B)	4,704.00	4,253.00	200.00
= Subtotal Unit Price (A+B+G)	26,785.00	27,296.00	27,748.00
Quantity (C)	x 1	x 1	x 1
= Sub-Total \$ (A+B+G)*C	26,785.00	27,296.00	27,748.00
+ Order Options :			
PSME x qty 1	435.00	350.00	370.00
Total Order Options (D) \$	435.00	350.00	370.00
= Total Price \$ ((A+B+G)*C)+D)	27,220.00	27,646.00	28,118.00
+ GSA Surcharge	272.20	276.46	281.18
= Total Selling Price (F)	27,492.20	27,922.46	28,399.18
= Unit Selling Price \$ (F/C)	27,492.20	27,922.46	28,399.18
	Select Model	Select Model	Select Model

[Back to Options](#)

MPG and g CO2/mile Comparison

Vehicle Model	CHARGER		Police Interceptor Sedan		CAPRICE	
Base/Options	MPG	g CO2/mile	MPG	g CO2/mile	MPG	g CO2/mile
Base Model	19/31/23	386	17/25/20	444	15/24/18	503
AWD	16/25/19	485	16/22/18	494		
IE2	16/25/19	466	15/22/18	493		

Option Description	Vendor Data
AWD - OEM ALL WHEEL DRIVE	
BTCS - BLUETOOTH COMPATIBLE SYSTEM	FORD - BTCS REQUIRES SRO
CM - CARPETED FLOOR COVERING	
CU - CLOTH UPHOLSTERY	GM - Requires CM
DIFA - Alternate Axle Ratio	
DRL - DAYTIME RUNNING LIGHTS	
IE2 - Increased Power Engine 2	FCA US LLC - 5.7L / V8 - 370 hp 395 lb-ft of torque FORD - 3.5L V6 EcoBoost Engine (AWD Only)
MER2 - MIRRORS-EXTERIOR-REARVIEW-LEFT & RIGHT-HEATED/REMOTE	
PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC	
SLED - LED Spotlight	
SRO - OEM REVERSE OBSTACLE SENSOR	
WC - WHEEL COVERS, FULL SIZE	

[Print](#)



**AutoChoice**  
www.autochoice.gsa.gov

### GSA Minimum Requirement

#### Minimum Requirements

##### 17 - SEDAN, POLICE USE, 4 DOOR

GSA offers 2 types of vehicles specifically engineered by the OEM's exclusively for police use. They are as follows:

Item 17 SEDAN, POLICE USE, 4 DOOR  
Item 100L SUV, POLICE USE, 4 DOOR

Police use vehicles are found in Federal Standard 122 and Federal Standard 307 and can only be ordered by using GSA's AutoChoice program. Specific information about the minimum requirements for each item can be found under the "minimum requirements" tab in Auto Choice. Optional equipment for these vehicles required by your agency to complete the agency's mission can be ordered in AutoChoice.

When selecting police use vehicles and options agencies are reminded to carefully consider the mission and environment in which the vehicle will be operated. Guidelines that can assist in this decision making process can be found through agencies such as the National Institute of Justice ([www.nij.org/testing](http://www.nij.org/testing)) and the OEM web sites.

GSA makes available selected optional equipment for each of the 3 types of police use vehicles. This is done through the use of GSA's vehicle option codes in Auto Choice. Many vehicle option codes are self explanatory. For those that are not, definitions and references to corresponding OEM option codes for GSA options that are available for each of the items can be found in GSA's Federal Vehicle Standards program at:

<http://apps.fas.gsa.gov/vehiclestandards/>

GSA does not offer all the OEM options for police use vehicles. If your agency has determined that an OEM option that is not offered by GSA is a critical requirement for their police use vehicle(s), the agency must select the AREQ option and submit their requirements to GSA for review.

Cooperators purchasing under the 1122 program are NOT eligible to use the AREQ option.

GSA Standard Equipment for the Dodge Charger:

Brake Assist —  
Load leveling & height control —  
Certified 160 MPH speedometer —  
Trunk Lamp, Under hood Lamp, Glove Box Lamp —  
Heavy duty suspension —  
20 Amp battery feeds, 3 —  
20 Amp switched battery feeds, 3 —  
Pre-wiring, interior to front of engine compartment —  
Vehicle Systems Interface Module (VSIM) —  
Wiring grommet between under hood & passenger compartment —  
Column mount automatic shift lever —  
Equipment mounting bracket (N/A with SAG) —  
Stealth lighting mode —  
Engine hour meter —  
Outside temp display —  
Instrument cluster with TACH —  
2.62 Axle Ratio with Rear Wheel Drive —  
3.07 Axle Ratio with All Wheel Drive —  
Full size spare —  
Fixed Rear Bench Seat —  
Spot Light Prep —  
Severe Duty Engine Cooling —

GSA Optional Equipment Definitions for the Dodge Charger:

DE1 V6 Engine 3.6 Liter Includes E85 (Dodge code ERB + XKN)

E85 Only Available with 3.6L V6 Engine (Dodge code ERB + XKN)

— CM Changes floor covering to carpet, includes floor mats (Dodge codes CKD & CLZ)

— GU All cloth upholstery (Dodge Code \*C8)

KA Same key for all vehicles on order (Dodge code GXF)  
 MER2 Power Heated Mirrors (Dodge code GUK)  
 RDI Rear door locks & windows inoperative except from the driver's position (Dodge code CW6)  
 SAG Street appearance package (Dodge code AEB)  
 SL Spotlight, left side (Dodge Code LNF)  
 SL2 Spotlight, left and right side (Dodge Code LNF & LNA)  
 SLED Spotlight, LED (Dodge code LNX)  
 TD deletes full size spare tire, tire Service Kit (TBF) will be furnished  
 AP Adjustable operating pedals (Dodge code AHM)  
 EOBS Additional remote keyless device for opening doors (Dodge code GXQ)  
 WC Wheel Covers (Dodge Code W8A)  
 AWD All Wheel Drive (Dodge Code LDEE48)  
 CBU Rear backup camera (Dodge Code AMV)  
 SRO Reverse obstacle sensor (Dodge Code AMV)  
 BDP Ballistic panel driver door (Dodge Code XDV)  
 BBDP Ballistic panel driver door and passenger door (Dodge Codes XDV & XDG)

Note: manufacturer's codes may be included with in a standard or optional package and are subject to change without notice.

#### GSA Standard Equipment for the Caprice:

Trunk floor mat heavy duty w molded edge for spills (GM added option B42)  
 6 speed automatic transmission.  
 Engine & transmission auxiliary oil coolers  
 Electric Power Steering  
 Driver Information Center  
 Bluetooth and Remote Keyless Start  
 Certified 160MPH analog speedometer  
 Instrument Panel mounted Shifter  
 Batteries (2) 700CCA with 600CCA auxiliary for accessory equipment (GM Code K4S)  
 Front auxiliary power, 110 A  
 Trunk auxiliary power, 120A  
 Trunk ground stud  
 Idle boost for alternator 170 amp  
 Aux power outlet on instrument panel  
 Vinyl rear seat (GM added option ACC)  
 Vinyl flooring (GM added option 6A3)  
 2.92 Diff Ratio  
 Rear wheel drive  
 Full size spare (GM added option SG8)  
 E-85

#### GSA Optional Equipment Definitions for the Caprice:

CM Changes floor covering to carpet - includes floor mats (GM code B34)  
 CUA Cloth upholstery (GM code ADX Trim)  
 DDRL Deleted daytime running lights (GM code VVS)  
 DS Deactivate door switch for dome lights (GM code 7Y6)  
 SRS2 Combined Roof Rail Side Impact Airbags For Front And Rear Passengers (GM OPTION AYG)  
 KA Same key for all vehicles on order (GM code 6E3)  
 FOBS6 additional keyless entry transmitters (GM code AMF)  
 MER2 Power Heated Mirrors (GM code DR9)  
 PEPP Police equipment package pre-wiring (GM codes 6J3, 6J4 & 6J7)  
 RDI Rear door locks & windows inoperative except from the driver's position (GM code 6N5 and 6N6)  
 SL Spotlight, left side (GM Code 7X6)  
 WLTL Under trunk lid warning lights (GM code T53)  
 TD Deletes Full Size Spare (GM code SG8) compact spare tire will be furnished

See the clarifications tab for additional information on the following codes:

PUFR, LE up-fit Red  
 PUFB, LE up-fit Blue  
 PUF2, LE up-fit Red & Blue  
 LBD, Delete the Light Bar

#### Standard Equipment for the Police Interceptor Sedan:

Only pursuit-rated, all-wheel-drive sedan built exclusively for North American law enforcement agencies  
 Unibody platform? Meets NHTSA's 5-star requirements and current IIHS Top Safety Pick standards  
 Safety cell construction with multiple crush zones  
 Passes 75-mph rear-end crash testing  
 Safety Canopy® System featuring side curtain airbags with roll-fold technology and rollover sensor  
 Front seatbacks with built-in intrusion plates

3.5L Ti-VCT V6 FFV high efficient police-calibrated engine with 280 horsepower  
 E-85 or Flex fuel except in states w/California Emissions: AZ,CA,CT,MA,MD,ME,NJ,NY,OR,PA,RI,VT,WA  
 6-speed automatic transmission with calibrated shift points for maximum acceleration  
 Heavy-duty column shifter with a 9-inch space between the front seats to fit a police aftermarket console  
 Police-grade cloth front seats with cutouts to accommodate utility belts? Vinyl rear second row seat  
 Comes with six-way power driver seat, power-adjustable pedals and tilt steering column  
 Recessed tray on top of the instrument panel in the center to accommodate radar and other equipment  
 Grommets in the instrument panel for installation of aftermarket communications and electronic equipment  
 AdvanceTrac Electronic Stability Control  
 Electronic Power Assist Steering (EPAS)  
 Police-calibrated high performance brakes with 4-wheel heavy-duty disc w/heavy-duty front and rear callipers  
 Speedometer ? Calibrated (includes digital readout) Heavy-Duty 220 Amp Alternator  
 Heavy-Duty 750 CCA Battery  
 Cooling System ? Heavy-Duty, large high volume radiator, engine oil cooler and transmission oil cooler  
 Engine Hour Meter  
 Heavy-Duty powertrain engine mounts  
 Independent Front Suspension with Front and Rear Stabilizer Bar  
 Trunk Release Button (Release button operational at all times, including ignition switch in ?OFF? position)  
 MyFord (Police Cluster, AM/FM / CD / MP3 Capable / Clock / 4 speakers, 4.2" Color LCD Screen Center  
 Simple Fleet Key (w/o microchip, easy to replace)  
 Two-way radio pre-wire  
 Extended Service Plan Powertrain CARE Protection, 5 year/100,000-mile Powertrain CARE ESP  
 For more information go into: [fordpoliceinterceptor.com](http://fordpoliceinterceptor.com)

**GSA Optional Equipment Definitions for the PI Sedan:**

AWD All Wheel Drive (Ford code P2M)  
 CM 1st and 2nd Row Carpet Floor Covering (Ford code 171)  
 CLD Dark car feature - Courtesy lamp disable when any door is opened (Ford code 13C)  
 IE1 3.5L V6 EcoBoost Engine (148 mph top speed) (Ford code 99T/44C)  
 IE2 3.7L V6 Ti-VCT Gas Engine (Ford code 99K/44J)  
 EH Engine block heater (Ford code 41H)  
 BTCS Ford SYNC (Ford code 53M)  
 RDI Rear Door Handles Inoperable / Locks Inoperable (Ford code 18G)  
 KA Keyed Alike (Ford code 43B)  
 PEPP Pre-wiring for grille lamp, siren and speaker (Ford code 51G)  
 CBU Rear view camera (Includes Electrochromic Rear View Mirror ? Camera displayed in rear view mirror) (Ford code 77B)  
 RKE Remote Keyless Entry Fob (Ford code 60P)  
 SRO Reverse Sensing System (Ford code 76R)  
 CU Seat - 2nd Row Cloth (Ford code 88C)  
 SL Spot Lamp Driver Only (LED) (Ford code 21L)  
 SL2 Spot Lamp Dual (driver and passenger) (LED) (Ford code 21B)  
 SLED LED Spotlight (Ford code 21L)  
 RDI Windows Rear Windows Power Delete (Ford code 67D)  
 SAG Cloth Rear Seats, Front and Rear Floor Mats, 1st and 2nd Row Carpet, Full Floor Console, Full Wheel Covers, Exterior Badge Delete (Ford codes 12P, 64L and 19D)  
 BPD BALLISTIC PANEL-DRIVER DOOR (Ford code 65E)  
 BPDP BALLISTIC PANELS-DRIVER AND PASSENGER DOORS (Ford code 65C)  
 DS Door Switch ? Hidden Door Lock Plunger w/Rear-door handles operable (Ford code 63B)  
 WC Wheel Covers (Ford code 64L)  
 DDRL Deactivate Daytime Running Lights (Delete Ford code 942)  
 WLTL Under Trunk lid Dual Flashing Red Lights (Ford code 663)  
  
 PUF1 LE up-fit Red ? Light Bar, Console, 100 Watt Siren, Switch Control Center  
 PUF2 LE up-fit Blue ? Light Bar, Console, 100 Watt Siren, Switch Control Center  
 PUF2 LE up-fit Red & Blue ? Light Bar, Console, 100 Watt Siren, Switch Control Center  
 LBD Delete Light Bar

Note: manufacturer's codes may be included within a standard or optional package and are subject to change without notice.

GSA Components	GSA Min Req	CHARGER	Police Interceptor Sedan	CAPRICE
<b>Body/Chassis</b>				
TRUNK VOLUME - cu ft		16.5	16.6	17.4
PASSENGER COMPARTMENT VOLUME - cu ft		104.7	104.2	112
TRIM LEVEL		police	Police Sedan	BASE

MFG. MODEL CODE		LDDE48	P2L	1EW19
BODY STYLE		Trunk	Trunk	TRUNK
PAYLOAD lbs.		1190	1280	925
GROSS VEHICLE WEIGHT RATING (min/max- lbs)		5250	5460	NA
WHEELBASE		120.2	112.9	118.5
<b>Engine Minimums</b>				
ENGINE TYPE - Cylinders / Liters		V6/3.6L 24V VVT	6/3.6L TI-VCT - FFV	8/6.0L
HORSEPOWER		292	288	355
TORQUE (lb ft)		260	254	384
<b>Engine Accessories</b>				
OIL LIFE SYSTEM		comply	COMPLY	COMPLY
<b>Drive Axle</b>				
AUTOMATIC TRACTION CONTROL		comply	COMPLY	6 SPEED
<b>Electrical</b>				
ALTERNATOR, MIN. (Amps)		220	220	170 AMP w IDLE BOOST
BATTERY, MIN. (CCA)		800	750	700
<b>Fuel</b>				
FUEL TYPE		E85 Flex Fuel	E85 Flex-Fuel	E85 Flex-Fuel
FUEL CAPACITY MIN US GALLONS		18.5	19	19
<b>Doors and Windows</b>				
REMOTE KEYLESS ENTRY		comply	COMPLY	COMPLY
REAR WINDOW ELECTRIC DEFROSTER		comply	COMPLY	COMPLY
<b>Interior</b>				
UPHOLSTERY	Cloth Front/ Vinyl Rear	comply	COMPLY	COMPLY
REMOTE TRUNK RELEASE		comply	COMPLY	COMPLY
HIP/LEG ROOM Rear Seat - in.		56.1/40.1	56.3 / 41.9	56/43
<b>Floor</b>				
VINYL FLOOR COVERING		comply	COMPLY	COMPLY
<b>Radio</b>				
AM/FM RADIO with AUXILIARY INPUT		comply	COMPLY	AM/FM w CD
<b>Seats</b>				
POWERED DRIVER'S SEAT		comply	COMPLY	COMPLY
FIRST ROW SEAT TYPE		bucket	Bucket	BUCKET
<b>Safety</b>				
BACKUP CAMERA		Comply	COMPLY	
SIDE SUPPLEMENTAL RESTRAINT SYSTEM, ROW1		comply	COMPLY	COMPLY
AUTOMATIC VEHICLE STABILITY CONTROL		comply	COMPLY	COMPLY
Blue Tooth compatible hands free phone system		comply	COMPLY	COMPLY
RESTRAINT SYSTEM, ALL SEATED POSITIONS		comply	COMPLY	COMPLY
FRONT SUPPLEMENTAL RESTRAINT SYSTEM DRIVER & FRONT PASSENGER		comply	COMPLY	COMPLY

Tires and Wheels				
SPARE TIRE ASSEMBLY		P225/60R18	Full Size Spare	P235/50R18
TIRE SPEED RATING		W-rated	COMPLY-V	W
TIRE PRESSURE MONITORING SYSTEM		comply	COMPLY	COMPLY
TIRES		P225/60R18	P245/55R18 A/S BSW	P235/50R18
Warranty				
OEM COMPREHENSIVE WARRANTY	3 yr/36,000 mile bumper to bumper	3 yr/36,000 miles	3 YR / 36,000 MI	3 YR/36,000 MILES
OEM POWERTRAIN WARRANTY		5 yr/100,000 miles	5 YR / 100,000 MI	5 YR/100,000 MILES
OEM CORROSION WARRANTY		5 yr/100,000 miles	5 YR / Unlimited	6 YR/36,000 MILES
ROADSIDE ASSISTANCE		5 yr/100,000 miles	5 YR / 100,000 MI	5 YR/100,000 MILES

Print

**Backup material for agenda item:**

- f. Consideration to submit the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) application.

# City of Junction City

## City Commission

### Agenda Memo

June 16, 2015

From: Dan Brei, Interim Chief of Police  
To: City Commission and Allen Dinkel, City Manager  
Subject: 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)

---

**Objective:** The Police Department seeks approval to apply for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) through the U.S. Department of Justice - Office of Justice Programs - Bureau of Justice Assistance.

**Explanation of Issue:** The Police Department is eligible to apply for grant funding through the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG). The amount of the award is \$16,358. This award is made to both the Junction City Police Department and Geary County Sheriff's Office as disparate jurisdictions. The Junction City Police Department is eligible to apply for 2/3 of the award or \$10,905. The Geary County Sheriff's Office is eligible to apply for 1/3 of the award or \$5,453. Both entities will be using the grant funding to purchase equipment. The grant will require a Memorandum of Understanding between the City of Junction City and Geary County. A Public Hearing will be held at a Geary County Commission meeting.

**Budget Impact:** The grant requires no matching funds and, therefore, has no budgetary impact.

**Alternatives:** The Commission may approve or deny the application.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends a motion to proceed with the application for the 2016 Justice Assistance Grant.

**Enclosures:**

**Backup material for agenda item:**

- g. Consideration of revised Agreement with the Junction City Police Officer's Association for 2016, 2017 and 2018.

# City of Junction City

## City Commission

### Agenda Memo

June 21, 2016

From: Dan Brei, Interim Chief of Police  
To: Allen Dinkel, City Manager  
Subject: Revision to the Agreement By and Between the City of Junction City and the Junction City Police Officer's Association for 2016, 2017 and 2018.

---

**Objective:** To approve the revised agreement between the City of Junction City and Junction City Police Officer's Association for the fiscal years of 2016, 2017 and 2018.

**Explanation of Issue:** The City was notified by the JCPOA in May that they wished to open negotiations for the existing contract for the fiscal years of 2016, 2017 and 2018 to discuss the Promotions and Lateral Transfer sections of the contract.

The City's negotiation team met with the Bargaining Members of the JCPOA on June 2, 2016 to negotiate the Promotions and Lateral Transfer sections of the JCPOA Contract for the years 2016, 2017 and 2018. Both parties were able to agree to the changes outlined in the attached documents.

**Budget Impact:** There is no impact on the budget.

**Alternatives:** The Commission may approve, deny, or modify the request.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends approval of this revised agreement. If approved, this agreement will be in effect upon Commission approval and signature through December 23, 2018.

**Suggested Motion:** Move to approve the revised agreement between the City of Junction City and Junction City Police Officer's Association for the fiscal years 2016, 2017 and 2018.

**Enclosures:**

Revised Agreement  
Revised Agreement – redline changes

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF JUNCTION CITY, KANSAS**

**AND**

**THE JUNCTION CITY POLICE OFFICERS' ASSOCIATION**



**EFFECTIVE DATES:**

**December 21, 2015 (1<sup>st</sup> Day FY 2015)  
Through  
December 23, 2018 (last day FY 2018)**

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## **ARTICLE ONE RECOGNITION**

The City of Junction City, Kansas, recognizes the Junction City Police Officers' Association as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide City Police Officers, specifically in the following classifications: Police Officer, Sergeant

## **ARTICLE TWO DUES CHECKOFF**

The City agrees to deduct from the pay of each member of the Association the amount of dues to the Association, provided the City first receives written authorization from each member for such deduction. An Association member may withdraw his dues deduction authorization at any time. The Association has the right to change the amount of dues to be collected from every member as deemed necessary. In the event any changes to the dues are made, the President of the Association will provide a letter to the City two weeks prior to the changes taking effect.

The Association agrees to defend, indemnify, and save the City harmless and hold the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from a member's pay for dues or fees of the Association.

## **ARTICLE THREE MEET AND CONFER COMMITTEE - MEETINGS AND MEMBERS**

The City recognizes the Association as the exclusive representative of the appropriate unit.

The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the City and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesperson who shall express the views of their side. Neither party shall attempt to exert any control over the other's selection of its representatives.

The City recognizes the need to communicate and to formalize new concepts to promote advancement of the Junction City Police Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that both parties' committee members shall be allowed adequate notice for preparation prior to the start of the meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting, and agenda shall be agreed upon by the committee members during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member shall be permitted to attend such sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned time off, no compensation will be rendered.

#### Management-Association Relations Clause

The Junction City Police Officers Association and the City of Junction City agree to meet whenever it is deemed necessary to discuss employer/employee relations and working conditions. The purpose of these meetings is to promote harmonious relationships between the parties.

The meeting representatives will consist of the Executive Board of the JCPOA and the City's negotiation team. The JCPOA and the City will take turns covering the cost of the meals provided at these meetings.

The date, time and topics to be discussed shall be mutually agreed upon by the parties. Each party shall provide the other with a written list of topics at least seven (7) days prior to the meeting date. Additional matters may be discussed at the meetings upon mutual agreement by both parties. A designee will be mutually agreed upon by both parties to be present for the purpose of note taking.

If a meeting date outside of the regularly bi-annual meeting is requested, the request must be submitted to the other party in writing. A response must be received within fourteen (14) days of the request.

Association members shall be allowed to attend in regular work status at regular pay and if the meeting is scheduled on a member's assigned day off, the Association member shall receive another day off to compensate for the lost day off.

### **ARTICLE FOUR MANAGEMENT RIGHTS**

It is understood and agreed by the City and the Association that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the City shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Except as expressly provided otherwise by this agreement or by law, nothing contained in this agreement shall circumscribe or modify the statutory right of the City to:

- (1) Direct the work of its employees;
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the Junction City Police Department;
- (3) Suspend, discipline, or discharge employees for just cause;

- (4) Maintain the efficiency of governmental operations;
- (5) Relieve employees from duties because of lack of work or other legitimate reasons;
- (6) Take actions as may be necessary to carry out the mission of the Department in emergencies;  
and
- (7) Determine the method, means and personnel by which operations are to be carried on.
- (8) Layoff and recall

### **Decrease in Work Force**

When it becomes necessary to decrease the Department's work force, seniority shall govern. Probationary employees shall be the first laid off, and thereafter, further reductions in the work force shall result in the lay off of junior employees.

### **Recall Procedures**

Individuals recalled to duty will be in the reverse order in which they were laid off, i.e., and the most recently laid off individual will be the first one recalled. In the restoration of forces, recall procedure provides that the City shall notify each laid off employee of recall by certified letter. Notice of receipt of such certified letter of recall or date of first attempt to deliver such certified letter, as evidenced by return receipt, sent to the address of the employee as it appears on the City's records, constitutes appropriate notice of recall. Such employee having been laid off will return to work or notify the City in writing of his intention to return to work within seven (7) calendar days after written notice of recall (certified letter) has been received at the address of the employee as it appears on the City's records.

### **Change of Address During Layoff**

All persons who are laid off will notify the City by certified mail as to the change in their mailing address. If the change is not submitted, the City shall not be liable for any lost time nor shall the recall provisions of this section above apply if proper notification cannot be made because of a failure to submit the change.

## **ARTICLE FIVE COMMUNICATIONS**

The City agrees to allow the Association the use of City facilities for the conducting of Association business, to include bulletin boards, member mailboxes, telephones, computers, fax machines, copy machines and e-mail. Use of City owned or operated meeting rooms shall be scheduled and approved by the appropriate Department Head or Department representative. The Association agrees to keep the bulletin boards used by the Association in neat and orderly manner and remove obsolete items.

## **ARTICLE SIX WORK PERIOD**

The work period shall be 14 days in length beginning at 0001 hours every other Monday or the tour starting nearest to the time to correspond with the established City pay periods. As provided in Section 7(k) of the Fair Labor Standards Act, no overtime compensation shall be required until the number of hours worked exceeds 86 hours in a work period, except where specifically designated in other sections of this agreement.

Within each 14-day work period, the standard work day/shift schedule shall be a continuing cycle of five consecutive work days followed by two consecutive days off, except as necessary to meet work demands as determined by the Chief of Police.

When possible, a five (5) *working* day written notice of any schedule changes will be given to Association members, *exempting employees in a Field Training Officer status.*

The Patrol Division shall work 12 hour shifts with the days off to be determined by the Watch schedule rotation currently in effect as of December 23, 2002.

## **ARTICLE SEVEN HOLIDAYS**

**Section 1.** Designated holidays shall include:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

**Section 2.** Any member who works on a listed holiday will be paid at a rate of time and one-half of pay for the actual hours worked on the holiday.

All members will receive eight (8) hours holiday pay for all listed holidays.

Holiday hours are defined as 0001 hours to 2400 hours.

All hours worked in excess of the regularly scheduled work day will be paid at time and one-half and will count toward the 86 hours.

An employee who takes a single day off as vacation, personal or comp time which is a listed holiday will receive an amount equal to the scheduled work hours of vacation, personal, sick leave or comp time pay only. No holiday pay will be paid.

Add to Sections:

Holidays  
Vacation  
Comp Time  
Personal  
Sick Leave

Additional paid holidays may be authorized by the City Commission.

## **ARTICLE EIGHT VACATIONS**

Association members shall request vacation leave through their supervisor. The City's need must be considered in scheduling whenever possible, vacation leave will be scheduled at the Association member's convenience. When a vacation request is approved or disapproved by the supervisor, the request will be forwarded to the Division Commander for review, and will ultimately be forwarded to the Chief of Police for final decision. Association members may accumulate 480 hours of vacation leave without loss, based on the last Sunday of the last payroll period of the budget year. Unless there are special circumstances and approval is granted, Association members are expected to take accumulated vacation leave in excess of the 480-hour cap before the last Sunday of the last pay period of the budget year.

Vacation leave shall be earned as follows:

- a) One to five years of service – 80 hours per year  
(3.34 hrs per period)
- b) Five years and one month to ten years of service – 120 hours per year  
(5.00 hrs per period)
- c) Ten years and one month to fifteen years of service – 136 hours per year  
(5.67 hrs per period)
- d) Fifteen years and one month to twenty years of service – 160 hours per year  
(6.67 hrs per period)
- e) Twenty years and one month to twenty-one years – 168 hours per year  
(7.00 hrs per period)
- f) Twenty-one years and one month to twenty-two years – 176 hours per year  
(7.34 hrs per period)
- g) Twenty-two years and one month to twenty-three years – 184 hours per year  
(7.67 hrs per period)
- h) Twenty-three years and one month to twenty-four years – 192 hours per year  
(8.00 hrs per period)
- i) Twenty-four years and one month or greater – 200 hours per year  
(8.34 hrs per period)

Vacation leave with pay is earned each pay period for twenty-four pay periods worked based on the employee's "anniversary date" with the City.

Probationary employees accrue vacation leave during their initial orientation period, but are not eligible to use it until they have successfully completed their first six months of continuous employment. If a probationary employee resigns or is terminated before the completion of the initial orientation year, that employee will be compensated for any accumulated vacation leave.

Vacation leave requests for two (2) days or more shall ordinarily be requested at least five (5) working days before the beginning of the requested time off, unless due to emergency circumstances it would be impossible to do so. Vacation leave may be taken in an unlimited number of one-day increments upon the approval of the shift supervisor, but will not exceed the total number of hours/days accumulated by the employee. An employee who takes a single day off which is a listed holiday will receive the eight hours of vacation pay only. No holiday pay will be paid. When vacation leave is scheduled, the member will be free from all work responsibilities starting at the end of the last scheduled tour of duty, except for emergencies or circumstances beyond the control of the Department.

Budget permitting, if an Association member has accrued over 480 hours of vacation leave by December 1<sup>st</sup>, the City will purchase up to a total of 40 hours over the 480 hours accrued at straight time. The Association member will have the option of a check for the cash amount or the option of putting the cash amount into their personal deferred compensation account.

## **ARTICLE NINE SICK LEAVE**

Association members will earn eight (8) hours of sick leave per month with pay (96 hours per year). Association members may take up to forty (40) hours of Family Sick Leave during the calendar year to care for members of their immediate family as defined in Article Eleven – Bereavement Leave if living in the Association member's residence, who are ill or recovering at home, or to take members of their immediate family to appointments for medical care. These Family Sick Leave hours will be charged against a member's accrued sick leave. Association members in the employ of the City as of January 1, 1996 may accumulate up to a maximum of 1560 hours. Association members hired by the City after January 1, 1996 may accumulate sick leave to a maximum of 1040 hours. Association members may "Cash In" 480 hours upon retirement.

Sick leave is provided for the member's benefit. Discretion should be the guide in deciding when and how to use this privilege. Sick leave with pay is granted subject to the following conditions:

- a. Personal illness or physical incapacity resulting from circumstances beyond the member's control.
- a. Enforced quarantine in accordance with community health regulations.

In any case where doubt exists regarding the use or abuse of sick leave, the City reserves the right to require a statement from a licensed physician as directed by the Chief of Police, certifying that the illness prevented the member from working. The City also reserves the right to require an Association

member to be examined by a licensed physician designated by the City and at the City's expense, as a second opinion. In any case where sick leave has been used for three consecutive work days or more, a physician's statement may be required. Any proven instance of purposeful abuse of sick leave will result in disciplinary measures.

Should a member become ill or otherwise incapacitated, the member should notify his supervisor as soon as possible. Such notification should be made at least one hour prior to such time the member is scheduled to work.

Sick leave may be authorized while a member is receiving worker's compensation benefits, but only to the extent that sick leave adjusted the compensation to the same amount the member would normally receive while working. If an Association member desires to use sick leave in this manner, a written statement from the member is required.

### **Attendance Merit Award**

On December 31<sup>st</sup> of each year, any employee who has an accumulation of sick leave of 360 hours or more will become eligible for the Attendance Merit Award. The Award will consist of extra vacation leave time for those employees that have reached the minimum threshold level of 360 sick leave hours and have used no more sick time within the last 12 months than what the following schedule outlines:

Sick Leave Usage During the Fiscal Year	Award Extra Vacation Leave <u>8 – Hour Employee</u>	Award Extra Vacation Leave 12 – Hour Employee
0 – 8 hours	24 hours	34.50 hours
8¼ - 16 hours	20 hours	28.75 hours
16¼ - 24 hours	16 hours	23.00 hours
24¼ - 32 hours	12 hours	17.25 hours
32¼ - 40 hours	8 hours	11.50 hours
40¼ - 48 hours	4 hours	5.75 hours

Officers whose personal illness is so serious that they are ordered off duty and on to sick leave by their shift supervisor or a competent medical authority will not be penalized when competing for the attendance merit award. The term competent medical authority is defined as a licensed physician, dentist, physician's assistant, or nurse practitioner. Sick leave hours used by the officer when ordered off duty will not be counted as discretionary sick leave usage in the calculation of the Attendance Merit Award. To have these hours exempted the officer must provide a medical certificate indicating that their illness or situation was acute, unique, required extensive hospitalization, or recuperation. These situations must be noted on leave request forms with the medical documentation attached. At the end of each fiscal year the Human Resources Department will review the officer's record and issue each eligible officer a letter notifying him/her of the number of extra vacation hours he/she is eligible to earn as a result of careful use of discretionary sick leave. Appeals or corrections to the record will be sent to the Chief of Police for final decision. The Human Resources Department will post the approved correction to the officer's record.

Each qualifying employee will have the option of converting the appropriate amount of extra vacation leave hours earned. This extra vacation leave will be added to the vacation leave record of those persons who qualify.

Extra Vacation Leave will be added in January to each qualifying individual's Vacation Leave Record.

## **ARTICLE TEN PERSONAL LEAVE**

The City agrees to allow members of the Association to receive personal time with pay in accordance with the following schedule:

	<u>8 – Hour Employee</u>	<u>10-Hour Employee</u>	<u>12 – Hour Employee</u>
0 through 10 years	16 hours per year	<i>20 Hours per year</i>	23 hours per year
11 through 20 years	24 hours per year	<i>30 Hours per year</i>	34.5 hours per year
21 through 25 years	32 hours per year	<i>40 Hours per year</i>	46 hours per year
26 through 30 years	40 hours per year	<i>50 Hours per year</i>	57.5 hours per year

Association members hired July 1<sup>st</sup> and after of the fiscal year will receive either 8 hours (8-hour employee) or 11.5 hours (12-hour employee) of personal leave.

Personal leave shall be requested at least 24 hours in advance of the requested time off and scheduling of such time shall be subject to the approval of the Shift Supervisor. Personal leave may be taken in one-hour increments. An employee who takes a personal day off, which is also a listed holiday, will receive eight hours of personal day pay only. No holiday pay will be paid.

## **ARTICLE ELEVEN BEREAVEMENT LEAVE**

Upon request, an Association member will be granted up to three (3) days leave per occurrence with pay, when a death occurs in that member's immediate family. Immediate family is defined as: the employee's mother, father, stepparents, grandparents, grandchildren, sister, brother, spouse, children, stepchildren, foster children, spouse's parents and grandparents; any other relative actually living in the same household; or any other individual who was the legal guardian of the employee. The day of the funeral is the last day for which payment is made. An employee granted bereavement leave should receive an amount equal to the scheduled work hours' pay at the normal hourly rate for each day of bereavement leave taken. No bereavement will be paid if the funeral falls on a holiday, vacation day, scheduled day off, if the employee is on leave of absence or if the employee is on layoff. The City must be notified immediately of a death in the family and the extent of the expected absence. Requests for additional days of bereavement leave may be forwarded to the City Manager for consideration. The request should contain information on the number of and necessity for additional days and reasons why use of Personal Leave and/or Vacation can not meet the individual's needs.

## **ARTICLE TWELVE INJURY LEAVE**

If an employee is injured on the job and is unable to work, the City will grant the employee Injury Leave with pay for up to seven (7) work days. If an investigation of the accident is necessary, the employee will be charged sick leave until the investigation is complete. If the investigation verifies that the accident occurred on the job the absence will be converted from sick leave to injury leave. The employee will be credited the used sick leave.

To insure that a proper determination can be made for the leave days charged, the City will require a statement from a licensed physician attesting to the extent of the injury.

Should an on-the-job injury incapacitate a member for more than seven (7) workdays, the member will be eligible for worker's compensation whenever the member is eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave, so that the compensation the member receives will be the same as would normally be received while working. If the member desires to use sick leave in this manner, a written statement from the member is required. When worker's compensation benefits are paid to the employee for these first seven (7) days the City will be reimbursed by the employee. In order to maintain any deductions, the employee will need to make arrangements with the Human Resources Department to pay the necessary deduction amounts while on Worker's Compensation leave.

## **ARTICLE THIRTEEN CIVIL LEAVE**

Civil Leave with pay will be granted to employees while performing emergency civilian duty connected with civil defense, jury duty, or appearing in Court as a subpoenaed witness. Police Officers appearing in Court as a result of the performance of their duties are excluded. Employees who receive a check for jury duty are allowed to keep the check.

Employees will be granted time off to vote, if the polls are not open at least two hours before or two hours after their scheduled hours of work.

If an employee is involved in a personal lawsuit or court case as plaintiff or as defendant and the action is not related to their duties with the City, the employee may, at the discretion of the Department Head or City Manager, take leave without pay or elect to use vacation or personal leave.

## **ARTICLE FOURTEEN MATERNITY/PATERNITY LEAVE**

All members are covered by the City of Junction City's Personnel Policies & Guidelines Book dated January 20, 2009 Maternity Leave Policy (Section 8.5) and Family Medical Leave Policy (Section 8.6).

## ARTICLE FIFTEEN WAGES

### Section 1: Salaries

Appendix A attached hereto and made part hereof contain classifications and hourly rates of pay.

### Section 2: Court Attendance

The City and the Association agree that in the event a member in the Association receives notification that he or she is to appear in court as a result of their duties, such member shall be obligated to comply with said notification.

Required court appearances during regularly scheduled working hours, or which immediately precede or immediately follow regularly scheduled working hours, shall be considered compensable hours of work subject to the provisions of Article VI of this agreement, "Work Period."

For required court appearances other than already mentioned, members shall receive a minimum of two hours of overtime (time and one-half) compensation, regardless of the number of hours worked in the work period. This minimum shall apply when the member reports to the court, whether or not the member testifies, but shall not apply if notified prior to reporting that his appearance is not required. Court time in excess of two hours shall be compensable hours of work subject to the provisions of Article VI of this agreement, "Work Period."

### Section 3: Training

The City agrees to pay Association members compensation while in attendance at training classes required to maintain certification as a Police Officer at their regular rate of pay *up to 86 hours worked in the pay period and then will be compensated at an overtime (time and a half) rate for hours worked beyond the 86 hours.* ~~during regularly scheduled work hours and at the rate of one and one half times their regular rate of pay for all hours outside their regularly scheduled work hours regardless of the total number of hours worked in the work period. This paragraph applies to training classes required to gain certification or for approved training to maintain certification as a Police Officer. This paragraph applies to State-mandated training only.~~ Firearms qualifications shall be excluded from the provisions of this paragraph and shall be compensable only during regularly scheduled work hours. Management will endeavor to schedule firearms qualifications during duty hours.

Association Members will be compensated for out of town training that is mandatory at straight time up to the 86 hours. Any training time over the 86 hours will be paid at time and one half.

Any other training required or approved by the City shall be compensable hours of work subject to the provisions of Article VI of this agreement.

A training fund will be created from outside resources to upgrade and improve existing training programs through the development of a JCPOA/Management Team. Members of the team would include representatives from Patrol, Investigations and Community Involvement, the Captain of

Operations and the Chief of Police. A \$5.00 fee would be added to the Municipal Court fees to establish the police training fund.

#### **Section 4: Equipment Allowance**

Each year \$300 will be paid to those officers, not in an initial probationary status, and not otherwise receiving a clothing allowance. This allowance will reimburse officers for clothing, gear, and weapons items purchased for use on the job at the Junction City Police Department. All requests will be submitted by December 1<sup>st</sup> of each year.

The following items may be purchased:

Clothing – socks, shoes, gloves, hats, underclothing, approved uniform shorts, *pants*, and shirts

Gear – work bags, ticket holders and clipboard

Streamlight Strion C4 flashlight with the Blackhawk CQC Compact Light Carrier

Safariland ~~6004-64~~ Taser X26p leg holster

Taser X-26p SERPA Duty Holster

Any other request must be approved by the Chief of Police.

#### **Section 5: Field Training Officer Allowance**

Upon being hired by the Junction City Police Department, new officers will enter the Field Training Program. The Field Training Program will be staffed by one (1) Field Training Supervisor, four (4) Field Training Officers (FTO) and four (4) Relief FTO's. The FTO and Relief FTO selection process shall be a collaborative recommendation from the shift Sergeant, Lieutenant, and Captain of Patrol subject to approval by the Chief of Police. FTO and Relief FTO designation may be subject to review at any time. The FTO will plan, organize, and direct the probationary training tour for new officers for a period of fourteen (14) weeks or as specified in the FTO manual. Once appointed as an FTO, that Officer will be compensated with an additional \$.50 per hour for all hours worked. The Relief FTO's will be compensated at \$.50 per hour for each hour they are actually training.

A Field Training Supervisor selection process shall be a collaborative recommendation from the shift Lieutenants and Captain of Patrol subject to approval by the Chief of Police. The FTS shall be of the rank of Sergeant and will receive \$.50 per hour for all hours worked. The FTS designation may be subject to review at any time. The FTS is responsible for management of the FTO program.

#### **Section 6: Shift Differential Pay**

Association members shall be entitled to a shift differential as follows:

- a. Association members ~~regularly~~ scheduled to work ~~shift~~ from 1800 to 0600 hours will be paid an additional thirty-five cents (\$.35) per hour for actual hours worked for the shift differential. *This subsection will not apply to any extension of a regular day shift or any call outs. Grant-funded and "Sin Tax" enforcements are not eligible for the shift differential.*
- b. If an Association member is on leave (i.e. vacation, sick leave, personal leave, injury leave, leave without pay, administrative leave with pay), that member is not eligible for the shift differential.
- c. Association members whose work shift falls between 0600 and 1800 hours are not eligible for the shift differential pay.

## **Section 7: Working Out of Classification**

When a Police Officer is required to supervise the shift due to the absence of the Sergeant and the Lieutenant for a period of one or more consecutive hours, the officer shall be paid at the Sergeant rate of pay at their same years of service per the contract salary schedule.

Any Association Member who fills a vacancy and performs duties of a higher rank shall receive the pay of the higher rank/classification for all hours worked. A vacancy is defined as the employee has left the employment of the City.

## **Section 8: Longevity Pay**

In December of each year, Association Members will receive longevity pay. Each member will receive \$4.00 for each month over five (5) years of service. In order to be eligible for longevity pay, members must have at least five (5) years of continuous service with the Junction City Police Department.

For example, for someone who has nine (9) year of service, he/she will receive \$432.00.  
 $(9 \text{ years} \times 12 \text{ month in a year} \times \$4.00 = \$432.00)$

## **Section 9: Compensatory Time**

A maximum of five (5) days of compensatory time can be banked. Compensatory time off will be paid at the rate at which it is earned. Compensatory time must be used within sixteen (16) weeks. Compensatory time shall be used before using vacation or personal leave. Any deviation from this policy requires approval from the Chief of Police.

## **Section 10: Specialty Assignments – Cross Training**

This provision applies to the following positions: Drug Operations Group, Lab Investigations, Detectives, and Community Involvement Unit. The provisions of cross training are as follows:

- a. There is a six (6) week maximum rotation for all specialty assignments.
- b. No more than two (2) officers will be involved in the Cross-Training Program at any one time.
- c. Officers will not be in a Cross-Training capacity during the months of June, July and August due to the busy summer months and manpower needed on shifts.
- d. Officers requesting a rotation to one of the four specialty assignments will submit a memo

through their chain of command requesting a specific specialty unit to participate. Along with the memo, the Officer must request why he/she wants to participate in this training and how it will benefit the officer and the department.

- e. Officers selected to participate in the cross training will not be eligible for another rotation to one of the other specialty units for one calendar year. However, Officers may submit a memo at any time during that year to be considered for future cross training openings.
- f. Officers selected to participate in the cross training program will be under the direct supervision of those they are assigned to, regardless of their rank. For example, a sergeant requests to be cross trained in the lab. The Investigator in the lab would have supervisory authority over the Sergeant throughout the duration of the cross training assignment.
- g. Selection of Officers interested in the Cross Training Program will be done by a committee of four members. The Committee will consist of the Chief of Police, the Captain of Operations, the Captain of Investigations and the President of the JCPOA.
- h. If an Officer is working in a Cross Training capacity and extenuating circumstances occur that the employee is needed back on his/her shift, all efforts will be made to return the Officer to the cross training assignment, if and when the opportunity exists.
- i. Officers assigned to the cross training program, at their own request, can return to their previous duty assignment prior to the end of the six (6) week cross training period.
- j. The Chief of Police will have the discretion to extend an Officer on Cross Training status to another six (6) week period, if no other employee is eligible for this assignment.
- k. All Officers that request to participate in the Cross Training Program must not be in any probationary period at the time of selection.
- l. Officers selected for a cross training assignment will not be eligible for partial or full specialty unit clothing allowance.
- m. Specialty unit Officers/Detectives/Investigators are tasked with training the Officers selected for the Cross Training Program and will not be considered Field Training Officers (FTO/s) and therefore are not eligible for FTO pay.

### ***Section 11: Off Duty Pay***

*Whenever an Association member agrees to an assignment off duty, i.e. football games, basketball games and/or other security related events (excluding Sundown Salute), that officer will be paid at a rate of time and a half of the officer's rate of pay.*

### ***Section 12: Equipment Committee***

*The uniform and equipment committee will be made up of no more than three (3) Command Staff Members and three (3) Association Members and will meet no less than twice annually. The committee will discuss and test duty attire equipment and items authorized, or desired to be authorized, for purchase with the Clothing Allowance. The committee will then prepare a written report containing its findings and recommendations for the Chief of Police. The Chief of Police will have the ability to test, purchase, and implement any equipment used by the Department without notifying this committee, on an "as needed" basis. The Chief of Police shall retain final say on all uniform and equipment decisions.*

## **ARTICLE SIXTEEN BENEFITS**

### **Section 1: Health Insurance**

The City shall provide a group hospitalization, medical and major medical plan to all Association members covered by this agreement.

The City will be responsible for 80% of the premium for single coverage, and the employee requesting such coverage shall be responsible for 20% of the premiums of single coverage provided the employee is eligible for such coverage. Employees shall have the option of electing child, spouse, or family coverage. If the employee elects such additional coverage, the employee will be responsible for the cost of that additional coverage.

The City retains the authority to define group health insurance coverage and carrier to maintain a cost effective program; however, the City agrees to notify the Association, in advance and to the extent possible, based on the timing of information being received from the carrier, of any benefit change to such health coverage.

Upon retirement from the Junction City Police Department, the employee can remain in the employer's group health plan until he or she reaches the required age for Medicare, provided that the employee pays 100% of the cost for the coverage and service fees not to exceed 2% of the total cost. As used in this section, "RETIRED" means any employee who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System for either Tier I or Tier II. Coverage will cease to be made available upon (1) the retired employee attaining the required age for Medicare, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

### **Section 2: Dental Benefits**

The City shall provide a group dental plan. The employer will pay 100% of the employee dental benefit premium. The employee shall pay 50% of the dependent premium with the City paying the other 50%. The City retains the right to assess a reasonable portion of single coverage and/or all or a reasonable portion of the family portion to all members requesting such coverage.

As stated above, the City retains the authority to define dental insurance coverage and carrier and will notify the Association in advance and to the extent possible, based on the timing of information being received from the carrier, of any benefit change to such dental insurance coverage.

### **Section 3: Life Insurance**

Members of the Association are eligible for a term life insurance policy in the amount of \$20,000 with premiums paid fully by the City.

#### **Section 4: Worker's Compensation**

Association members are insured by the City against accidents on-the-job through Worker's Compensation Insurance. This means that should a member be injured on-the-job or contract an occupational disease, the member will receive compensation. A member may choose the option of taking sick leave, if available, or worker's compensation whenever eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave as defined in Article XII.

#### **Section 5: Uniform Cleaning and Maintenance**

The City agrees to contract with a dry cleaning firm for the purpose of cleaning and maintaining the issued uniforms of Association members. Each uniformed member shall be issued chits for the cleaning of three shirts and three pairs of pants per week. Chits will be issued with the member's bi-weekly paycheck and shall be issued for all full weeks the member is in pay status. Accumulated, unused chits may be used by Association members to clean other uniform items and also for needed repairs to those items and the uniforms. Necessary repairs do not include alterations but includes repairs such as tears, replacing zippers and the like. Rules for such use shall be established by the Chief of Police. Chits will be issued and used based on the City's fiscal year.

Upon being issued new/replacement uniforms, an Association Member may request in writing permission to use cleaning chits to have necessary alterations to present a professional appearance.

#### **Section 6: Investigations Clothing and Cleaning Allowance**

- a. The City agrees to pay each member assigned to the Investigation Division, including Narcotics Officers, \$750.00 on or about January 1 of each year to purchase and maintain clothing necessary to meet the requirements of the Police Department. The purpose of this allowance is to provide \$750.00 per year for a clothing allowance to each officer in the Investigations Division. In the event an officer is assigned to the Investigations Division between January and December of the year they will receive a pro-rated amount of the clothing allowance. For example, if the Detective is assigned in July he/she would receive a \$375.00 clothing allowance to build a duty dress wardrobe.
- a. Members assigned to the Investigations Division exceeding thirty days shall be eligible for a pro-rated clothing allowance as determined by the Chief of Police or his/her designee. Members assigned to the Investigations Division will also be issued nine chits per week for all full weeks the member is in pay status for the cleaning of suits, shirts, pants, ties, sports jackets, and blazers worn on duty.

### **ARTICLE SEVENTEEN**

## MISCELLANEOUS PROVISIONS

### Section 1: Agreement Costs

After approval and ratification of the Agreement, the City and the JCPOA agree to share the cost equally for the printing and binding of the said agreement

### Section 2: Body Armor

The City of Junction City will replace the body armor of each uniformed Police Officer on or before the fifth year anniversary of the issue date of the body armor. The City will replace the body armor carrier as needed. Issued body armor will be rated at threat level II or IIIA and have side panel protection. Input on the type or style of the body armor will be sought from the JCPOA at the time of replacement by the City.

### Section 3: Promotional Vacancies

The Junction City Police Department will strictly follow the Promotion General Order, as revised June 21<sup>st</sup>, 2016, to fill the positions of Detective, Sergeant and Lieutenant. A process of competitive selection will determine eligible members for promotion. It shall be the policy of the department that every member meeting the eligibility requirements will have an equal opportunity to compete for promotion. All promotional vacancies will be filled within 90 days after the position becomes vacant.

### Section 4: Animal Control

The City agrees not to use Association members for the purpose of general kennel cleaning duties at the Animal Control Center.

### Section 5: Call Outs

Call Outs, e.g., parades, details, homicides, K-9, floods, search warrants, manpower shortages, ~~and~~ other critical incidents or emergencies as determined by the Watch Commander, *and any mandatory meeting or anytime an officer is assigned to work an assignment that they did not volunteer for* will be for a minimum of two (2) hours. This time is paid at straight time and will count toward the 86 hours.

~~Call Outs are defined as the following:~~

~~When an officer is called out to work unexpectedly or scheduled to work a special assignment that requires them to be in duty uniform.~~

### Section 6: Disciplinary Actions and Internal Affairs

Disciplinary Procedure General Order and Internal Affairs General Order, dated December 5, 2012 specify the guidelines for handling disciplinary actions and internal investigation, respectively, against members of the department. Changes or revisions to these orders will be done with the advice of the JCPOA under the provisions of Article III of this agreement.

## **Section 7: Nondiscrimination Provision**

It is the policy of the City of Junction City and the JCPOA that this agreement shall be administered without regard to race, color, religion, sex, national origin, ancestry, disability and veteran's status in accordance with Section 1.6 of the City's Personnel Policies & Guidelines dated January 20, 2009.

## **Section 8: Lateral Transfers**

Lateral transfers will be filled through an oral board and a law enforcement (job-specific, if available) written test selection process. A letter of intent shall be submitted to the Chief of Police for consideration when a vacancy occurs. All paperwork will be forwarded to the Human Resources Department for record keeping purposes. The oral board consisting of five (5) members which be selected by the Chief of Police. Two (2) members of the board will be from other Departments/Agencies who have the knowledge or expertise in the capacity of the position being filled. Scores will be determined by using a rating sheet outlining the areas of review. The rating sheet will evaluate the applicant in the following areas:

- a. appearance
- b. attitude
- c. personality
- d. communication
- e. education
- f. work experience
- g. technical competence
- h. ambition
- i. potential

Association members must obtain a passing score of 70% on the written exam to advance to the oral board. The oral board scores and the written scores will account for 50% each of the total score, with the addition of any seniority points. The seniority score is calculated as one quarter ( $\frac{1}{4}$ ) point for each full year of service completed up to a maximum of 2.5 points or 10 years of service. Applicants will have the opportunity to review oral and written scores on all testing. Association members must not be in any probationary period to apply for a lateral transfer, and must have at least two consecutive years with the Junction City Police Department with no break in employment.

The lateral transfer applies to the following positions: K-9, DARE/SRO, and Municipal Court Bailiff.

When a Sergeant vacancy occurs, Sergeants not in any probationary status will be given the first opportunity to compete for the vacancy. Sergeants will compete for the position the same as any other lateral transfer. Sergeant positions will be opened for competition to eligible officers once it has been determined that there are not any Sergeants interested in the vacancy.

The Lateral Transfer Policy will not apply to Detectives being able to laterally transfer between General Investigations and Drug Task Force. Detectives who wish to move between General Investigations and Drug Task Force will have to complete the promotional process and compete along with all other eligible members.

Newly hired officers with current Kansas Law Enforcement certification or with current out-of-state law enforcement certification may be placed in the pay grid no more than one step for each two (2) years of service.

No lateral entry officer position will exceed an entry level higher than the five (5) year step. All other contractual obligations or rights, except the above listed pay issue; remain unchanged for lateral entry officers. This provision only applies to pay.

It is agreed that assignment into and out of *these lateral transfer positions* is a lateral duty assignment only and is not considered a promotion or demotion.

Members may be transferred at the direction of the Chief of Police due to budgetary considerations, manpower allocations, and/or disciplinary actions.

A personnel action report is required when an officer is named to a position through a Lateral Transfer.

### **Section 9: Shift Bidding**

Association Members are eligible to bid for shifts on a six-month basis. A letter of intent shall be forwarded through the Member's current chain of command by January 1<sup>st</sup> or July 1<sup>st</sup> of each year. (January 1<sup>st</sup> and July 1<sup>st</sup> are the bid deadline dates.) Determination of seniority with the Department is based on time in grade and time in service.

Sergeants' seniority shall first be determined by their time in grade (rank) and then their time in service with the Department. Patrol Officers' seniority shall be determined by their time in service with the Department.

During the shift bidding process, if an Association Member submits a bid through their chain of command, the placement of assignments will be based on seniority.

The Chief of Police or his/her designee will take into account specialized training and the diversity of the department before making the final determination on the placement of Association Member's assignments.

If an Association Member identifies a member on an opposing shift that would like to change shifts after the bid deadline dates, those members will be allowed to change shifts with the approval of the Chief of Police or his/her designee.

In the event that there is a tie between two members, the Chief of Police or his/her designee shall have the final determination.

Any member currently on any probationary status shall be subject to placement by the Chief of Police or his/her designee and shall not be eligible to bid for shift placement.

In the event that an Association Member's shift bid is denied, the Chief of Police or his/her designee will provide written justification to the member within ten (10) calendar days. Members may be moved

in certain situations at the direction of the Chief of Police with consultation of the Operations Captain and the Watch Commander.

### **Section 10: Drug and Alcohol Testing**

All Association Members are subject to the City of Junction City's Drug and Alcohol Testing Policy, Policy Resolution #03-04, dated November 18, 2003.

### **Section 11: Temporary Assignment**

A "temporary assignment" is when an Association Member works in a position outside of their assigned duty position.

The City agrees that temporary assignments will not be used in lieu of filling any vacancies that exist or arise in the department. Any new or vacant positions shall be filled by the lateral transfer and promotion policies currently in effect.

### **Section 12: Physical Fitness**

A committee will be formed to work toward implementing a physical fitness program. The committee will include an equal number of representatives from JCPOA and management. The committee will meet bi-annually during March and October. The meeting agenda will be at the discretion of the JCPOA President and the Chief of Police.

### ***Section 13: False Complaints***

All complaints against officers which are determined to be unfounded, or in which the officer's conduct is exonerated, shall be reviewed by the appropriate Captain for prosecution recommendation.

## **ARTICLE EIGHTEEN GRIEVANCE PROCEDURE**

### **Section 1: General Statement**

It is the policy of the City of Junction City that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which he/she considers unjust.

### **Section 2: Definitions**

A grievance is defined as a written complaint filed by a member of the bargaining unit or Association in response to the terms and conditions of employment involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal. Any member of the bargaining unit and the Association may file a grievance over any of these matters. Grievances founded in allegations of discrimination should follow the procedure outlined in Section 4 herein.

### Section 3: Grievance Procedure

It is the desire of the parties to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. The foregoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations. If the grievance is not resolved informally, the following procedure will apply.

- a. **Step Number 1.** Any member of the bargaining unit and the Association may file a grievance within a period of ten (10) calendar days after the occurrence giving rise to the grievance or after the same has become known to the member of the bargaining unit or the Association. The written grievance shall be submitted to the employee's Division Captain, Investigations Lieutenant, or Drug Operations Group Lieutenant as applicable. The written grievance shall include the following information:
- 1) Name of grievant.
  - 2) Date of occurrence giving rise to the grievance.
  - 3) Specific statement of actual grievance including all relevant facts.
  - 4) The relief sought.
  - 5) Signature of grievant.
  - 6) Supporting documentation, witness statements, etc.
  - 7) Date filed.

The grievance form is located on the last page of this contract.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this policy. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer by the City. If the City fails to provide an answer within the limits so provided, the employee may immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

All time periods in each step shall consist of ten (10) calendar days or the next work day if the 10<sup>th</sup> day is a Saturday, Sunday, or holiday.

The Division Captain or Lieutenant shall respond to the employee's grievance in writing within ten (10) calendar days from his/her receipt of the grievance form.

- b. **Step Number 2.** If the employee and/or Association disagrees with the decision of the employee's Division Captain or Lieutenant, the employee may appeal the grievance in writing to the Chief of Police within ten (10) calendar days from receipt of the Division Captain's or Lieutenant's written response.

The Chief of Police shall respond to the employee's grievance in writing within ten (10) calendar days from his/her receipt of the grievance form

- c. **Step Number 3.** If the employee and/or Association disagrees with the decision of the Chief of Police, the employee may appeal the grievance in writing to the City Manager within ten (10) calendar days from receipt of the Chief of Police's written response. The City Manager, after reviewing all relevant information, shall make his/her decision and notify the employee, Association, the Chief of Police, and Division Captain of the decision and reasons therefore in writing within ten (10) calendar days. This decision is final and subject to no further appeal except as specified in Step Number 4 or 5.
- d. **Step Number 4.** If the disciplinary action taken or approved by the Chief of Police is a suspension of ten (10) days or less, the employee may request a hearing within ten (10) calendar days of the City Manager's decision. If no hearing is requested, the procedure in Step Number 3 applies. Within ten (10) calendar days of the receipt of the request for a hearing, the parties will select a mutually agreed upon impartial attorney (Hearing Officer) to hear the grievance. The fees and expenses of the Hearing Officer shall be divided equally between the City and the JCPOA. Each party shall pay its own costs of preparation and presentation of any grievances sent before the Hearing Officer.

**Hearing Officer Procedure.** As expeditiously as possible, the Hearing Officer shall conduct hearings in accordance with the following procedures:

1. The parties shall be allowed to present all facts and evidence regarding the grievance, to call any witnesses, and present any relevant exhibits.
  2. The Hearing Officer shall not be bound by the rules of evidence for trials.
  3. No City employee, serving as witness, shall be subject to any restraint, interference, discrimination or reprisal for any of his or her testimony in such hearing.
  4. All parties shall be allowed the right to legal counsel.
  5. The hearing shall not be open to the public unless the employee and City both agree in writing to a public hearing.
  6. The Hearing Officer shall render a written recommendation to the City Manager with a copy of the recommendation also going to the JCPOA President within ten (10) calendar days of the hearing's conclusion.
- e. **City Manager's Decision.** Upon receipt of the Hearing Officer's recommendation, the City Manager shall consider the appeal, the recommendation, and all relevant information, and within ten (10) calendar days notify the aggrieved employee and the Association in writing of the final decision in the matter. The decision of the City Manager is final and subject to no further internal administrative appeal.
  - f. **Step Number 5.** If the disciplinary action taken is a termination or a suspension of greater than ten (10) days, or a demotion, or the grievance arises from an interpretation or application of the Contract, arbitration may be requested by the employee, Association, or City by delivering written notice to the other party within ten (10) calendar days following the decision in Step 3 above.

### **Arbitration Procedure.**

1. The notice shall set forth the interpretation or construction or the discipline being appealed.
2. Within ten (10) calendar days of the receipt of the request for arbitration, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and the parties will alternately and independently strike unacceptable arbitrators from the list, with the last remaining arbitrator, being selected. The fees and expenses of the arbitrator shall be divided equally between the City and the Association. Each party shall pay its own costs of preparation and presentation of any grievances presented to an arbitrator.
3. The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him to act effectively. The arbitrator's decision shall be final and binding on all parties.
4. The arbitrator shall have no power to add to, subtract from, or modify any terms of this agreement.
5. In the resolution of disputes between the parties, the arbitrator shall give no weight or consideration to any matter except the specific language of this agreement, the facts and evidence presented to him by the parties at the hearing, and any agreed upon post-hearing submissions.
6. The cost of the arbitrator shall be shared equally by the City and the Union.
7. The arbitrator shall render his/her decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.

### **Section 4: Discrimination Grievances**

Any employee or applicant claiming to have been discriminated against on the grounds of race, religion, national origin, ancestry, sex, age, disability, or marital status or as outlined in the anti-harassment policy, Section 10.11, may take the following steps in accordance with the City's Affirmative Action Plan for Equal Employment Opportunity.

- a. The grievance shall be submitted in writing, specifying that the individual is filing a Discrimination Grievance, to the City Manager for review and follow-up action. The City recommends that all City employees utilize this procedure prior to submitting complaints to outside agencies.
- b. The City Manager (or his designee) will review and take action within thirty (30) working days of receipt of the grievance.

## **ARTICLE NINETEEN PREVAILING RIGHTS**

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The complete understandings and agreements arrived at by both parties after exercise of that right and opportunity are set forth in this agreement.

The City and Police Department written policies and rules and regulations are not included in this agreement, may be changed from time to time, but shall not be in conflict with this collective bargaining agreement. They will continue in force and effect.

The parties agree that certain other groups of City employees, organized bargaining units, management, non-bargaining units and other bargaining units may from time to time during the life of this agreement receive benefits which differ from those set forth in this agreement. Those benefits will not extend to or be given the members covered by this agreement during its life. The benefits contained in this agreement are unique to this bargaining unit and cannot be expanded or curtailed during the term of this agreement.

## **ARTICLE TWENTY RETENTION OF BENEFITS**

This provision shall not be construed as a limitation on the retained rights of the City as set forth in Article IV of this agreement entitled "Management Rights."

All rules, regulations, practices and policies not specifically addressed in this agreement shall be retained as management rights and any changes thereof shall be at the sole discretion of the City.

## **ARTICLE TWENTY-ONE SAVINGS CLAUSE**

If any provision of this Agreement should be held unlawful by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated but the remainder of the agreement shall remain in full force and effect. The parties shall immediately commence to negotiate for the purpose of redrafting a mutually satisfactory replacement for such provision so affected.

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, ordinances and rules and regulations.

## **ARTICLE TWENTY-TWO APPROVAL**

It is agreed by and between the City Manager and the Association that this Memorandum of Agreement shall be submitted to the City Commission for review and the provisions of the Agreement be implemented and become effective at 0001 hours, ***December 21, 2015*** and shall remain in effect to 2400 hours, ***December 23, 2018***.

If notice to modify or amend is given, it shall contain a statement of modifications desired. The parties agree that the negotiations for a successor Agreement shall commence no later than March 1<sup>st</sup> of any year. All parties shall endeavor to conclude negotiations prior to June 1<sup>st</sup>.

**ARTICLE TWENTY-THREE  
SUCCESSORS**

This Agreement shall be binding upon the successors and signees of the parties hereto, and no provision, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**IN WITNESS THEREOF**, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CITY:**

\_\_\_\_\_  
Allen Dinkel, City Manager

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Cory Odell  
President JCPOA  
Negotiating Member

\_\_\_\_\_  
Christopher Breidenstein  
Negotiating Member JCPOA

\_\_\_\_\_  
Brandon Shumate  
Negotiating Member JCPOA

\_\_\_\_\_  
Doug Cathey  
Negotiating Member JCPOA

This agreement was approved by the Honorable Board of City Commissioners this this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mick McCallister, Mayor

**ATTEST:**

\_\_\_\_\_  
Shawna Settles, City Clerk

## Appendix A – Salaries

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>&lt;1</b>	18.94	19.13	19.32	19.51
<b>1</b>	19.31	19.50	19.70	19.90
<b>2</b>	19.70	19.90	20.10	20.30
<b>3</b>	20.29	20.49	20.70	20.90
<b>4</b>	20.90	21.11	21.32	21.53
<b>5</b>	21.53	21.75	21.96	22.18
<b>6</b>	22.17	22.39	22.62	22.84
<b>7</b>	22.83	23.06	23.29	23.52
<b>8</b>	23.53	23.77	24.00	24.24
<b>9</b>	23.99	24.23	24.47	24.72
<b>10</b>	24.47	24.71	24.96	25.21
<b>11</b>	24.97	25.22	25.47	25.73
<b>12</b>	25.46	25.71	25.97	26.23
<b>13</b>	25.71	25.97	26.23	26.49
<b>14</b>	25.98	26.24	26.50	26.77
<b>15</b>	26.24	26.50	26.77	27.04
<b>16</b>	26.50	26.77	27.03	27.30
<b>17</b>	26.76	27.03	27.30	27.57
<b>18</b>	27.03	27.30	27.57	27.85
<b>19</b>	27.57	27.85	28.12	28.41
<b>20</b>	28.12	28.40	28.69	28.97
<b>21</b>	28.40	28.68	28.97	29.26
<b>22</b>	28.69	28.98	29.27	29.56
<b>23</b>	28.97	29.26	29.55	29.85
<b>24</b>	29.26	29.55	29.85	30.15
<b>25</b>	29.56	29.86	30.15	30.46
<b>26</b>	29.85	30.15	30.45	30.75
<b>27</b>	30.15	30.45	30.76	31.06
<b>28</b>	30.45	30.75	31.06	31.37
<b>29</b>	30.76	31.07	31.38	31.69
<b>30</b>	31.06	31.37	31.68	32.00
<b>31</b>	31.38	31.69	32.01	32.33
<b>32</b>	31.69	32.01	32.33	32.65

<b>Detective</b>	<b>&lt;1 Year</b>	<b>Step + \$ .75</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$1.00</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$1.50</b>

<b>Detective Sergeant</b>	<b>&lt;1 Year</b>	<b>Step + \$1.75</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$2.00</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$2.50</b>

<b>Sergeant</b>	<b>&lt;1 Year</b>	<b>Step + \$1.25</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$1.50</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$2.00</b>

## **Appendix B**

## **Master Officer Recognition Program**

- n. To promote physical fitness, firearm proficiency, and reward professional excellence, the following Master Officer Recognition program for police officers is established. Officers desiring Master Officer Designation must have a minimum of two (2) years law enforcement experience on the Junction City Police Force. The officer must pass the entry level physical agility test in April or October, qualify as a Master Officer with their sidearm, shall not have any disciplinary actions approved by the City Manager on their record for the previous year and receive an overall rating of "Meet Standards" on their annual performance report.
- o. In April or October, new participating officers will be given the opportunity on a voluntary basis to challenge the physical agility test, weapons qualification and written exam. Those who receive a passing score on all three sections will receive a Master Officer designation.
- p. The physical agility test will consist of an obstacle course test encompassing a series of physical challenges an officer may encounter during a foot pursuit situation. The obstacle course test shall be 340 yards in length with five separate events / skills being tested along with the member's aerobic conditioning or endurance. The five events/ skills consist of a serpentine run, fence scale, running long jump, tackling dummy/simulated handcuff, and a dummy drag. Each member must successfully complete each event/skill and do so in a maximum time of two (2) minutes.
- q. Weapons qualification will consist of the following guidelines: To attain the classification of Master Officer, the Officer must attain a minimum score of 90 % of the 270 maximum points possible, a score between 243 and 270.
- r. Officers competing for Master Officer will challenge a departmental written examination consisting of multiple choice, true/false, and short answer questions concerning department policy, municipal ordinances, and state statutes and current leaders in state and municipal governments, and law enforcement. Passing score will be 90%. A passing score on the written test is valid as long as there is not a lapse in the Master Officer status of more than twelve months. Master Officer Designation will be for two (2) years.

All Officers recognized as Master Officer will be awarded the "Master Officer" recognition bar to be worn on the left breast pocket of the uniform.

## Appendix C

### Grievance Procedure Form

This form must be used when an employee wishes to file a grievance about complaints and concerns regarding matters affecting his/her employment that they consider unjust. This form is to be completed within a period of ten (10) calendar days after the date of action.

Name of grievor:

Date of occurrence giving rise to the grievance:

Statement of actual grievance including all relevant facts:

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The relief sought:

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Signature of grievor:

Date filed:

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Enclosures: Any supporting documentation, witness statements, etc.

## Attachment A

JUNCTION CITY POLICE DEPARTMENT GENERAL ORDER		Number M1207
SUBJECT: PROMOTION		
EFFECTIVE: 6-21-16    ISSUED: 6-21-16    REVIEW: Annual		
CANCELS:		
AMENDS: M1207 issued 12-21-15		Distribution  A

### POLICY

The Department shall provide a fair and effective promotional process in order to identify and promote the most qualified personnel to positions of higher authority and responsibility.

### PROCEDURE

#### 1. Guidelines

- 1.1. The Department shall retain primary responsibility for the development of testing procedures used in determining the skills, knowledge, and abilities of candidates in the promotion process.
- 1.2. The Human Resources Director shall be responsible for administering the promotion process, and shall be responsible for the secure storage of all promotional materials.
  - 1.2.1. The Chief of Police shall retain responsibility for the direction of the process, and for making the final selection, subject to approval by the City Manager.
- 1.3. All procedures used in the promotional process shall be job related, nondiscriminatory, and in compliance with all legal, professional, administrative requirements and JCPOA contract.
- 1.4. When a sworn position is vacated, the Department will advertise the position internally and solicit letters of intent.
  - 1.4.1. Lateral entry is not permitted for sworn positions, with the exception of Captain and the appointed position of Chief of Police, which may be filled from outside the Department, at the discretion of the City Manager.
  - 1.4.2. In order for an Officer to be eligible to compete in the promotional process for advancement to the rank of Detective they shall have completed not less than two years of continuous service with the Department immediately prior to the examination process.
  - 1.4.3. In order for an Officer to be eligible to compete in the promotional process for advancement to the rank of Sergeant they shall have completed not less than three full years of law enforcement experience, minimum of two years continuous service with the Department immediately prior to the examination process.
  - 1.4.4. In order for a Sergeant to be eligible to compete in the promotional process for advancement to the rank of Lieutenant they shall have

completed not less than two full years of continuous service in the grade of Sergeant with the Department.

- 1.5. Civilian positions may be advertised externally as well as internally, and may be filled from outside the agency if in the best interests of the City and the Department.
- 1.6. Announcements of the promotional process shall be prominently posted a minimum of 30 days prior to the scheduled test date.
- 1.7. Candidate application for a vacant position must be made by the submittal of a letter/notice of intent to test by a certain, specified date.
- 1.8. The Department promotional process will consist of all of the following elements:
  - 1.8.1. Written Examination - Any of a variety of tests to measure skills, abilities, and knowledge of a candidate. The written score will account for 50% of the total score.
  - 1.8.2. Oral Assessment - An oral interview conducted of the candidate. The oral assessment will account for 50% of the total score.
  - 1.8.3. Seniority points – Applicants will receive 1/2 point for each full year of service up to *maximum of 2 ½ points*.

## 2. **Written Examinations**

- 2.1. Written examinations shall be administered by the Human Resources Director or their designee. Study Materials shall be provided to all candidates upon request prior to the administration of the examination.
- 2.2. The written examination will be one of the International City/County Management Association's commercial examinations or a similar standardized examination.
- 2.3. A bibliography of resource materials for the written examination shall be provided to all candidates no later than 60 days prior to the administration of the examination. All resource materials shall be readily available for candidate use.
- 2.4. Candidates must obtain a score of seventy percent (70%) or better to continue in the promotional process.
- 2.5. All candidates shall be informed of the results of their test prior to departing the test site.

## 3. **Oral Assessment**

- 3.1. The oral assessment shall be conducted by a board of five (5) interviewers. The board may consist of members from this Department of equal or greater grade to the position to be promoted or from persons outside the Department, at the direction of the Chief of Police.
- 3.2. The interview shall be structured, in that all candidates shall be asked the same questions, except that follow-up questions may be asked to clarify interviewee responses.
- 3.3. Each member of the interview board shall use a standardized form to document the results of each interview and it will make up 50 percent (50%) of the final score.
- 3.4. Candidates who appear before the oral interview boards will be dressed in the departmental dress uniform.

#### **4. Standing List**

4.1 Testing for the positions of Lieutenant, Sergeant, and Detective will take place once every calendar year in January, February, and March respectively.

4.2 Officers who will meet the minimum standards for the position they wish to test for at any time during that calendar year will be eligible to compete in the testing process.

4.3 Seniority points will be awarded based on an Officer's seniority as of the day of the written test and will not be modified during the life of the standing list.

4.4 Once the testing process is completed a list will be formed ranking Officers in position from top to bottom. The top point gathering candidate will be awarded the position provided they meet the minimum requirements for the position at that time.

4.5 In the event the top point gathering candidate does not meet the minimum requirements for the position, the top point gathering candidate who does meet the minimum requirements will be awarded the position and the other candidate will remain at the top of the list until such time that either another position becomes available or the standing list expires.

#### **5. Certification of the List**

5.1. After the overall scores have been compiled, a list shall be made with the names of the candidates listed and ranked in order of finish. The accuracy of the list shall be certified by the Human Resources Director.

5.2. The standing list will only be valid until the testing process is initiated the following calendar year.

#### **5. Process Evaluation**

5.1. The promotional process shall be evaluated every three years by the Chief of Police in consultation with the Junction City Police Officers Association as prescribed in the Union contract. No changes can be made to the Promotion Policy except by written agreement by the Union and the City following meet and confer good faith negotiations. During the life of the Agreement, the Promotion Policy may be reopened for meet and confer good faith negotiations.

#### **6. Candidate Review of the Promotional Process**

6.1. Employees shall have the right to examine and challenge any aspect of the promotional process through an administrative review and appeal process.

6.2. The review and appeal process may include:

6.2.1. review of the employee's written examination and the Department's answer key;

6.2.2. review of the written results of scored elements of the selections process;

6.2.3. contesting promotional potential reports used in the selection process decision, if any; and

6.2.4. retesting and/or reevaluation.

6.3. Employees may appeal adverse decisions concerning their eligibility for appointment to promotional vacancies. The appeal process shall also allow employees an opportunity to register any dissatisfaction with the results of specific components of the process.

- 6.4. Employees may exercise their rights when appealing an adverse decision, utilizing the grievance procedure.
7. **Probationary Period**
- 7.1. A six month probationary period is required of all sworn employees who are promoted.
- 7.2. A one year probationary period is required of all civilian employees who are promoted.
- 7.3. The employee's immediate supervisor, through the chain of command, will provide the Chief of Police with a three month and a six month evaluation. Adverse performance or lack of improvement on the part of an unsatisfactory employee during this probationary period may be cause for the employees return to his last held permanent rank, or an extension of the probationary period. This decision shall be at the discretion of the Chief of Police.

BY ORDER OF

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CHIEF OF POLICE

## Attachment B

JUNCTION CITY POLICE DEPARTMENT GENERAL ORDER		Number M1107
SUBJECT: INTERNAL AFFAIRS		
EFFECTIVE: 01-01-15    ISSUED: 01-01-15    REVIEW: Annual		
CANCELS:		
AMENDS:		Distribution  A

### POLICY

The Department must provide an internal system for the processing of complaints relative to Department operations, policies and procedures, and the conduct of police personnel. The character and the reputation of the Department rests on an adequate program of fair and impartial investigations. The purpose of this order is to establish an Internal Affairs Unit.

The Internal Affairs Unit (I.A. Unit) will conduct criminal or administrative investigations. Criminal investigations will involve alleged violations of the criminal laws by an employee. Administrative Investigations shall involve the investigation of complaints against an employee by citizens or fellow employees not amounting to a violation of the criminal laws where only an administrative penalty may be imposed. If at any time during an administrative investigation, information is obtained by the department that presents a reasonable belief that the matter is criminal in nature, the provisions of the Criminal Investigation Procedures set out below, shall be immediately adhered to.

### INTERNAL AFFAIRS UNIT

1. Authority - The Internal Affairs Unit shall be under the direct command of the Chief of Police and is acting for the Chief when conducting investigations.
2. Selection – The Internal Affairs Unit will be appointed at the discretion of the Chief of Police.
3. Duties - The Internal Affairs Unit will initiate, complete, and maintain records of all investigations relative to complaints against the Department or any of its members. All findings made during the course of the investigation will be recorded and forwarded to the Chief of Police for final disposition.
4. For purposes of this General Order, a complaint shall be defined as an act of expressed dissatisfaction which relates to Junction City Police Department operations, policies and procedures, or conduct of department personnel.
5. The Internal Affairs Unit shall be responsible for any other investigations as directed by the Chief of Police.
6. The primary objectives of Internal Affairs investigations are:
  - 6.1. PROTECTION OF THE PUBLIC. The public has a right to expect efficient, fair, and impartial law enforcement. Therefore, any misconduct by Department personnel must be detected, thoroughly and fairly investigated, and properly adjudicated to assure the maintenance of these qualities.

judged by the conduct of individual members. It is imperative that the entire organization not be subjected to public censure because of misconduct by one of its members.

- 6.3. **PROTECTION OF THE EMPLOYEE.** Employees must be protected against false allegations of misconduct. This can only be accomplished through a consistently thorough investigative process. When an employee is under Investigation by the Internal Affairs Unit, the Department shall not release the employee's name, home address, home telephone number, or photograph to the press without written consent of the employee.
- 6.4. **CORRECTION OF PROCEDURAL PROBLEMS.** The Department is constantly seeking to improve its efficiency and the efficiency of its personnel. Internal investigations occasionally disclose faulty policies and procedures that would otherwise have gone undetected. These procedures can then be improved or corrected.
7. The Internal Affairs Unit or the Chief of Police may refer investigations to the employee's supervisor for investigation.
8. The Internal Affairs Unit or anyone designated by the Chief of Police to conduct internal investigations shall have the authority to interview any member of the Department and to review any record or report of the Department relative to their assignment.
9. The Internal Affairs Unit will maintain a comprehensive central complaint file on complaints received, whether investigated by Internal Affairs or any other member of the Department.
10. The Internal Affairs Unit shall:
  - 10.1. Maintain liaison with the prosecutor's office in investigations involving alleged criminal conduct by Department members.
  - 10.2. Provide assistance to and close coordination with City/Department defense counsel on civil claims or suits against the Department and its personnel.
  - 10.3. Conduct on scene inspection and investigation of police involved shooting incidents and firearms discharges.
  - 10.4. Appear before legislative and judicial bodies in matters pertaining to the Department's disciplinary policies and procedures.

## **PROCEDURE**

11. Acceptance and Referral of Complaints – In order to insure that all investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each employee, the following rules of procedure are hereby established:
  - 11.1. All members of the Department are charged with the responsibility for courteously and willingly receiving any complaint that may be lodged against the Department or any employee.
  - 11.2. Complaints will be accepted from any source, whether made in person, by mail or by telephone. Anonymous complaints shall be evaluated to determine the extent to which they should be investigated.
  - 11.3. Complaints will be referred directly to the Internal Affairs Unit (telephone number 785-762-5912) during normal business hours, Monday - Friday.
  - 11.4. All complaints received during other than normal business hours will be referred to the involved member's supervisor (or on-duty supervisor in his absence), who will

document the complaint on the Junction City Police Department Complaint Form, and forward same to the Internal Affairs Unit.

- 11.5. Upon receipt of a complaint, the Internal Affairs Unit will notify if necessary the Chief of Police or his designated representative as soon as possible.

11.5.1. The following types of complaints will be forwarded to and handled by the Internal Affairs Unit which may conduct the investigation or refer it to its designated supervisor.

- a. Excessive force
- b. Discrimination
- c. False arrest/imprisonment
- d. Unlawful search/seizure
- e. Shooting policy/weapons
- f. Sexual harassment
- g. Drug or alcohol use or intoxication on duty
- h. Alleged perpetration of a criminal act
- i. Violations of civil rights
- j. Internal theft/dishonesty
- k. Misconduct, on or off-duty, which is prohibited by the City's Rules of Conduct
- l. Complaints of demeanor
- m. Neglect of duty
- n. Minor rules and regulations, or policy and procedure violations
- o. Any other investigation as directed by the Chief of Police

## 12. Complaints

- 12.1. Within 14 days receipt of a complaint by the Internal Affairs Unit which is governed by the administrative investigation procedures, the Internal Affairs Unit or its designated supervisor shall notify the officer that a complaint has been received.

- 12.2. When requested by the Chief of Police or his designated supervisor, employees shall submit a written report to Internal Affairs in regards to the allegation(s) within five working days. The report shall contain the following:

12.2.1. All pertinent information pertaining to the allegation.

12.2.2. A list of all officers and witnesses known.

12.2.3. Any other information that would be of assistance in the investigation.

- 12.3. A thorough, complete and impartial investigation will be conducted. This investigation will include the taking of formal, signed statements, gathering and preservation of physical evidence and any other information relevant to the investigation. All employee interviews shall be recorded.

## 13. Administrative Investigation Procedures

- 13.1 Employees who are interrogated in an administrative investigation shall be entitled to the presence of a Union Representative, upon their request (Weingarten Rights). The Department shall give no less than forty-eight (48) hours' notice of a scheduled interview or interrogation. A Union representative shall be considered as being on Union business and shall receive his regular pay if the interview occurs during his regular shift.

- 13.2 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and a suitable location, usually at the Police Department, unless the circumstances of the investigation dictate otherwise, all as determined by the department. If an employee is required to appear for an interview during his

non-duty hours, he shall receive overtime pay.

- 13.3 The employee shall be informed of the rank, name and command of the interrogator and the identity of all persons present during the interview. The interrogator shall not have been involved in the matter being investigated as a witness or participant. When an officer is directed to report for his/her interview their immediate supervisor shall be notified prior to that time, when feasible.
- 13.4 The employee shall be informed of the nature and the basic facts (date, time, place and type of incident) and the specific allegations known to the I.A. Unit at the time relating to the investigation before any interview commences. If it is known that the employee being interrogated is a witness only, the employee shall be so informed.
- 13.5 The interview shall be completed as soon as possible, not to exceed four (4) hours. Time will be provided for personal necessities, meals, telephone call and rest periods. The employee shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions.
- 13.6 The complete interview of the employee shall be recorded mechanically. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview will be noted on the record. The employee may also tape the interview, and the City will provide the equipment to do so.
- 13.7 The refusal by an employee to answer questions or give a statement during any non-criminal investigation, whether as a participant or a witness, may result in disciplinary action.
  - 13.7.1. Whenever an employee is not willing to answer questions concerning matters which may or may not result in a criminal prosecution against him, he shall be given the "Garrity" Warning. (See Attachment A)
- 13.8. When the investigation is completed, a copy of the investigative reports, including all statements, will be forwarded to the Chief of Police for review.
- 13.9. At the conclusion of the investigation, the Internal Affairs Unit will make one of the following findings:
  - 13.9.1. Unfounded - The investigation conclusively proved that the act complained of did not occur. This finding also applies when an individual employee named in the complaint was not involved in the act which may have occurred.
  - 13.9.2. Exonerated - The act which provided the basis for the complaint or allegation occurred; however, the investigation revealed that the act was justified, lawful and proper.
  - 13.9.3. Not Sustained - The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint or to conclusively disprove such allegation.
  - 13.9.4. Sustained - The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
  - 13.9.5. Sustained Against Policy - The investigation revealed a faulty policy and/or procedure.
- 13.10 All Internal Affairs investigations should be completed within 90 days after receipt of the complaint. The Internal Affairs Unit or its designated supervisor shall provide the Chief of Police with status reports at seven day intervals until the investigation is complete. If for any reason the investigation cannot be completed within allotted time, the Internal Affairs Unit or their designee shall request an extension from the

Chief of Police and notify the complainant of a new completion date.

- 13.11. The Chief of Police shall approve each final Internal Affairs investigation and may, at his discretion, make a new and separate finding as to appropriate Department action. The Chief of Police shall notify the employee and the Union of the results of the investigation and take any disciplinary action within 60 days of the final decision.
- 13.12 Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of employees after three (3) years.

#### 14. Criminal Investigation Procedures

- 14.1 If an employee is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the I.A. Unit and the employee shall be advised of his rights, pursuant to the appropriate legal procedure as dictated by the United States Supreme Court and the rights granted by the State of Kansas and the United States, including his right to legal counsel. If an employee chooses to invoke his protection under the appropriate legal procedure as dictated above, he will not be subject to charges or insubordination or failure to cooperate for that reason. Criminal investigations shall be completed before the commencement of any administrative investigations concerning the same matter.
- 14.2 The interrogation of any employee shall be at a reasonable hour, preferably when the employee is on duty, and at a suitable location, usually at the Police Department, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.
- 14.3 The employee shall be informed of the rank, name and command of the interrogator and the identity of all persons present during the interview. The interrogator shall not have been involved in the matter being investigated as a witness or participant.
- 14.4 The employee shall be informed of the nature of the specific allegations and the basic facts (date, time, place and type of incident) known to the I.A. Unit at the time relating to the investigation before any interview commences.
- 14.5 The interview shall be completed as soon as possible, not to exceed four (4) hours. Time will be provided for personal necessities, meals, telephone calls and rest periods. The employee shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions.
- 14.6 The complete interview of the employee shall be recorded mechanically. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview will be noted on the record. The employee may also tape the interview, and the City will provide the equipment to do so.
- 14.7 Internal Investigation Unit records shall not be used as a basis for the subsequent discipline of employees after three (3) years and one (1) month.

#### 15. False Complaints

- 15.1 All complaints against employees which are determined to be unfounded, or in which the employee's conduct is exonerated, shall be reviewed by the appropriate commander for recommendation for prosecution.

#### 16. Interrogation of Union Representatives

- 16.1 The Department will not question Union Representatives about conversations between those Representatives and the employees they represent when those conversations occur in the ordinary course of the Union Representatives' performance of their official duties on behalf of the Union and its membership.

- 16.2 Excepting a court order, or a request from the Union as necessary to represent an officer during disciplinary meetings, grievance meetings, or hearing before a hearing officer or arbitrator, or unless specifically authorized by the Chief of Police, no portion of an investigative Internal Affairs report shall be given to, or maintained by, anyone outside the Department.

## 17. Disposition of Investigation Results

- 17.1. Approved investigations shall be processed in the following manner:

### 17.1.1. Sustained Cases

- a. The involved employees shall be notified as to the completion of the case and of the findings.
- b. A letter indicating the finding and disposition will be sent to the complainant.
- c. All copies of the reports shall be retained by Internal Affairs.

### 17.1.2. Other than Sustained Cases

- a. The involved employees shall be notified as to the completion of the case and of the findings.
- b. A letter indicating the finding and disposition will be sent to the complainant.
- c. All copies of the reports shall be retained by Internal Affairs.

## 18. Internal Affairs' Files

- 18.1 In order to maintain the confidentiality of Internal Affairs' files, access to the files within the Department will be restricted. Only officers with a need to know the content of the files, based on some part in the Internal Affairs or the discipline process, will be allowed to examine those documents. Access shall be granted only by order of the Chief of Police.

- 18.2 The Internal Affairs Unit shall compile annual statistical summaries, based upon records of internal affairs investigations, and provide same to the Chief of Police and other Department personnel, as directed by the Chief of Police. This statistical summary may be made available upon request to agency employees and the public.

19. No changes can be made to the Internal Affairs policy except by written agreement by the Union and the City following meet and confer good faith negotiations. During the life of the Agreement, the Internal Affairs policy may be reopened for meet and confer good faith negotiations.

BY ORDER OF

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CHIEF OF POLICE

**INTERNAL AFFAIRS - ATTACHMENT A****"GARRITY" WARNING**

(To be used only when a member is being questioned about possible criminal matters and it has been officially determined that any self-incriminating statements that the member makes will not be used against him in a criminal prosecution.)

At this time I am going to question you about (state the general nature of the matter under investigation.) This questioning concerns administrative matters relating to the official business of the Police Department. I am not questioning you for the purpose of instituting a criminal prosecution against you. During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct, neither your self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal legal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a court of law, you are required to answer my questions fully and truthfully. As an administrative interview, this is not a detention. No physical or verbal attempt will be used to detain an interviewee who desires to leave at any time. If you refuse to answer my questions or fail to participate in this interview by leaving, this will be considered insubordination and you will be subject to disciplinary penalties.

**1.) Administrative Interview Notice**

I acknowledge that this is only an administrative interview.  
(Initials).\_\_\_\_\_

**2). Notice of Right to Representation**

You are entitled to have present during this interview a Union Representative.

I have chosen\_\_\_\_\_to  
represent me during this interview (Initials). \_\_\_\_\_  
I decline representation (Initials). \_\_\_\_\_

Do you understand what I have just explained to you?

Do you have any questions concerning what I have just explained to you?

I now order you to answer the following questions.

Employee's Printed Name: \_\_\_\_\_  
Employee Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Interviewer's Printed Name: \_\_\_\_\_  
Interviewer Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness's Printed Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

## Attachment C

JUNCTION CITY POLICE DEPARTMENT			Number
GENERAL ORDER			M1209
SUBJECT: DISCIPLINARY PROCEDURE			
EFFECTIVE: 01-01-15    ISSUED: 01-01-15    REVIEW: Annual			
CANCELS:			
AMENDS:			Distribution  A

### POLICY

The Department shall follow the City's disciplinary procedure as outlined in Section 13 of the Personnel Policies and Guidelines Manual, and the most current Agreement by and Between the City of Junction City, Kansas and the Junction City Police Officers Association. The disciplinary procedures of the Department are designed to enhance each employee's ability and desire to be an effective, efficient member of the Department and to ensure compliance with all Department directives, Rules and Regulations, City directives and established laws. Supervisory personnel shall exercise good judgment and discretion in taking or recommending disciplinary action, always taking into consideration what is best for the Department, the City of Junction City and the employee involved.

Each employee will be provided with a copy of the Department's Rules and Regulations, which specifies a code of conduct and appearance, to which all employees shall strictly adhere.

### PROCEDURE

#### 1. **Disciplinary Purpose**

- 1.1. Disciplinary action is designed to correct conduct or performance once it is shown that the employee knew, or should have known, that such conduct or performance failed to comply with Department directives.
- 1.2. Progressive corrective action is used for the purpose of bringing about change. The severity of such action shall increase when other, lesser corrective actions, have failed to bring about effective and lasting results.

#### 2. **Degree of Corrective Action**

- 2.1. All administrative corrective action shall be based on equity. Equity means that management reviews the employee's performance deficiency and considers the following circumstances to help determine the degree of corrective action:
  - 2.1.1. the seriousness of the deficiency or offense;
  - 2.1.2. management's expectation that the type and level of corrective action will facilitate or deter the conduct, work proficiencies or behaviors of others;
  - 2.1.3. the employee's overall conduct, work productivity, time between other violations (if other offenses have occurred) and behavior record;

- 2.1.4. management's expectation, based on the employee's overt behavior, that the type and level of corrective action will improve the employee's future performance; and
- 2.1.5. the employee's seniority.
- 2.1.6. the extent to which other officers have engaged in similar conduct and the discipline they have received.

### 3. **Responsibility**

- 3.1. It shall be the responsibility of all supervisory personnel to reasonably and impartially supervise and, when necessary, discipline or recommend disciplinary action for the personnel assigned to them.
  - 3.1.1. All supervisory personnel have the authority to counsel or reprimand, as warranted. Misconduct of a nature which could result in disciplinary action greater than reprimand shall be:
    - a. documented by the supervisor initiating the disciplinary action, utilizing the To-Thru format; and
    - b. forwarded through the chain-of-command, with supplementary documentation and supervisory recommendations attached, to the Chief of Police.
- 3.2. Final Departmental disciplinary authority and responsibility rests with the Chief of Police.

### 4. **Forms of Corrective Action**

- 4.1. Training (See section 14 of General Order M1301, "Training and Administration")
  - 4.1.1. Training, as a non-punitive component of the Department's disciplinary system, may be employed singularly or in conjunction with one or more of the other components of the disciplinary system. Training is particularly appropriate when an employee lacks the basic skills and ability to perform properly.
  - 4.1.2. Any supervisor may recommend training for a subordinate, as appropriate, to impact an identified deficiency in job performance which may be corrected by virtue of remedial training.
- 4.2. Counseling
  - 4.2.1. Counseling is the lowest level of formal discipline utilized by a supervisor to correct a minor employee deficiency as it relates to the employee's appearance, behavior, or job performance. It may be employed singly or in conjunction with one or more of the other components of the disciplinary system.
  - 4.2.2. Supervisory counseling shall be formally documented on the To-Thru Report. The employee counseled shall be provided with a copy of the Counseling Report. A copy of the Counseling Report shall also be forwarded to the Internal Affairs Officer.
  - 4.2.3. If deemed necessary, the supervisor may make written recommendation, to the Chief of Police through the chain-of-command, that professional counseling services outside the Department be made available to the employee.

#### 4.3. Written Reprimand

- 4.3.1. Written reprimands (for employee misconduct of a more serious nature) may be issued by an employee's immediate supervisor or a person of superior rank. All written reprimands shall be documented by the person administering the reprimand, utilizing the Department's To-Thru forms.
- 4.3.2. Written reprimands shall be forwarded through the chain-of-command for review and approval purposes.
- 4.3.3. Copies of the completed To-Thru form shall be distributed as follows: original to Human Resources; copies to involved employee; and one to Internal Affairs Officer attached to a completed Personnel Actions form.

#### 4.4. Suspension

- 4.4.1. Only the Chief of Police, a Division Captain, Investigations Lieutenant or Drug Operations Group Lieutenant may recommend suspension of an employee for just cause. Any supervisor initiating a disciplinary action may complete a To-Thru, recommending suspension in accordance with Section 13 of the City of Junction City, Personnel Policies and Guidelines Manual.
- 4.4.2. Copies of the completed To-Thru shall be distributed as provided in sub-section 4.3.3.

#### 4.5. Demotion and Dismissal

- 4.5.1. An employee may be demoted as a form of disciplinary action. The Chief of Police may recommend this type of disciplinary action, which requires the approval of the City Manager per Section 13 of the City of Junction City, Personnel Policies and Guidelines Manual.
  - a. If demoted, an employee will receive a reduction in pay to the appropriate pay grade based on his years of service.
- 4.5.2. An employee may be dismissed for just cause. Such action shall be taken only when other forms of disciplinary action or penalties are deemed inappropriate or have proven ineffective. If employee conduct results in dismissal, the following information shall be provided to the employee:
  - a. a statement citing the reason for dismissal;
  - b. the effective date of the dismissal;
  - c. whom to contact regarding the status of fringe and retirement benefits after dismissal.
- 4.5.3. At any time during the probationary period, an employee whose performance does not meet the required standard may be dismissed by a Department Head, with approval of the City Manager, by notifying the employee in writing.
- 4.5.4. Employees dismissed during the initial probation period for failure to meet performance standards shall not, in its self, be considered valid grounds for a grievance.
- 4.5.5. The aforementioned forms of disciplinary action shall be exercised by written

recommendation of the Chief of Police and approval by the City Manager. A supervisor may recommend the suspension or dismissal of an employee to the Chief of Police.

- 4.5.6. Copies of the completed letters and Personnel Action forms shall be distributed as provided in sub-section 4.3.3.

## 5. **Disciplinary Probation**

- 5.1. The Chief of Police may place an employee on disciplinary probation for a period not to exceed six months. During this probationary period, the employee may be required to demonstrate his/her fitness for the position (s)he holds by actual performance of the duties and/or attainment of any specific goals which may be established by the Chief of Police or Supervisor for the disciplinary probation time period. The City Manager must approve this action.

- 5.1.1. A written statement of the reasons for an employee's placement on disciplinary probation shall be furnished to the employee and the Union, with a copy being filed in the employee's personnel file.

- 5.1.2. There may be other circumstances arising during the disciplinary probationary period, which may result in additional discipline, which shall be issued in compliance with the Agreement and subject to its grievance procedure

- 5.1.3 Being placed on administrative probation is a grievable event and may be grieved to the level associated with the disciplinary action taken.

## 6. **Emergency Administrative Leave**

- 6.1. Any ranking officer (Captain, Lieutenant, Sergeant) or civilian supervisor with permission of the Chief of Police or his designee may impose an emergency administrative leave (with pay) not to exceed 30 days, and relieve a subordinate of duty when:

- 6.1.1. there is evidence that the officer is a danger to himself or others; and/or

- 6.1.2. the officer engaged in behavior referenced in the City's Rules of Conduct.

## 7. **Appeal Procedures**

- 7.1. Pursuant to Section 12, City of Junction City Personnel Policies and Guidelines Manual, and the most current Agreement by and Between the City Of Junction City, Kansas and the Junction City Police Officers Association, any employee, except a newly hired probationary employee, shall have the right to appeal any disciplinary action taken except reprimands.

## 8. **Maintenance of Records**

- 8.1. Counseling Reports shall be maintained in the employee's Departmental personnel file. Such reports shall be purged, after one (1) year if the subject employee has not been involved in other disciplinary actions during the year.

- 8.2. Original disciplinary records of employees concerning written reprimand, suspensions, demotion or dismissal, shall be forwarded to Human Resources for inclusion in the subject employee's personnel record permanently or for a period specified in the disciplinary action.

9. **Procedures for Rewarding Employees**

- 9.1. It is extremely important that supervisory personnel recognize exceptional employee performance. Such performance shall be documented and forwarded, through the chain-of-command, to the Chief of Police.
- 9.2. The following recommendations for rewarding exceptional performance may be proffered by supervisory personnel, as appropriate:
  - 9.2.1. letter of commendation from the Chief of Police, to be placed in the employee's personnel file;
  - 9.2.3. recommendation that the employee be considered for specialized training which 1) the employee is interested in, and 2) is in the best interests of the Department.
- 9.3. Any departmental employee may complete a To-Thru request form and submit it to the Chief of Police for exceptional performance by an employee.

BY ORDER OF

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CHIEF OF POLICE

## Attachment D

JUNCTION CITY POLICE DEPARTMENT		Number
GENERAL ORDER		M1213
SUBJECT: LIGHT DUTY		
EFFECTIVE: 12-21-15 ISSUED: 12-21-15 REVIEW: Annual		
CANCELS:		
AMENDS:		Distribution  A

### POLICY

It is the policy of the Department to establish guidelines for temporary limited restricted (light) duty assignments and to outline the process and administration of this light duty program. This policy shall apply to all Police Department employees. Light duty is a temporary job assignment for an employee who cannot perform regular duties. Light duty assignments are available, on a limited basis, to employees with medical disabilities as a result of job-related injuries or illnesses or non-job-related injuries or illnesses. The availability of light duty assignments is exclusively determined by the Chief of Police and is not intended to constitute a long-term or permanent assignment. Employee participation in the Light Duty program will be re-evaluated every 30 days by the Chief of Police and Human Resources.

### PROCEDURE

#### 1. **Light Duty Assignments – Occupational Disabilities (job-related)**

- 1.1. Any employee being treated for a job-related injury shall explain the full scope of his/her duties to the physician and request a release to light duty when it is reasonable.
- 1.2. Any employee being treated for a job-related injury shall notify his/her supervisor immediately when he/she is released for light duty during the course of treatment. Light duty assignments shall follow the treating physician's guidelines, in conjunction with State, City and department personnel regulations and workers' compensation laws.
- 1.3. Any employee reporting for light duty shall provide a release to light duty from the treating physician to the Chief of Police before light duty can be assigned.
- 1.4. Any employee wishing to participate in the light duty program shall sign an Employee Light Duty Agreement (Attachment A) document agreeing to terms of the light duty program.
- 1.5. The Chief of Police shall then provide Human Resources with such documentation. The employee's shift and light duty assignment will be determined by the Chief of Police.

#### 2. **Light Duty Assignments - Non-Occupational Disabilities (non-job-related)**

Individuals unable to work due to a non-job-related injury or illness that is expected to exceed 14 calendar days may utilize the following procedure.

- 2.1. The employee shall submit a written request to work light duty to the Chief of Police. Included with the request shall be a medical release from the treating physician complete with sufficient information for a light duty assignment to be made. This shall include the projected length of disability, work restrictions, physical limitation, and a brief description of the injury or illness.
- 2.2. A determination to make the light duty of assignment shall be based upon:
  - 2.2.1. The type of job available.
  - 2.2.2. The medical condition of the employee.
  - 2.2.3. The benefit to the department and citizens of Junction City.
- 2.3. The employee shall be informed of the decision to grant light duty at the earliest available time.
- 2.4. Any employee wishing to participate in the light duty program shall sign an Employee Light Duty Agreement (see Attachment A) document agreeing to the terms of the light duty program.
- 2.5. It shall be the employee's responsibility to provide medical updates from their physician to the Chief of Police as the updates become available.
- 2.6. The employee's shift and light duty assignment will be determined by the Chief of Police.

### 3. **Procedure for Personnel Assigned to Light Duty**

- 3.1. Personnel assigned to light duty shall report to the Police Station based on their duties as assigned by the Chief of Police ~~Employee~~ after signing an Employee Light Duty Agreement.
- 3.2. Personnel assigned to light duty shall wear the uniform designated by the Chief of Police or his designee.
- 3.3. Personnel will be under the direct supervision of the Supervisor in the Division or Section the light duty designee was assigned to by the Chief of Police.
- 3.4. Vacation and other regularly scheduled time may be granted per normal procedures. Any vacation or time off already approved or scheduled for the period of time that the employee is expected to be on light duty shall be reported to the Chief of Police or his designee when the employee first reports for light duty.
- 3.5. Employees assigned to light duty due to job-related injury or illness shall be allowed to attend medical appointments, physical therapy sessions, and other pertinent engagements and will be considered hours worked for the employee. Employees assigned to light duty due to non-job-related injury or illness will have appropriate leave charged (Sick Leave, Personal Leave, or Vacation Leave) when they attend such medical appointments, physical therapy sessions or other pertinent engagements.

BY ORDER OF

Tim Brown

CHIEF OF POLICE

## ATTACHMENT A

## Employee Light Duty Agreement

I, \_\_\_\_\_ agree to participate in the Junction City Police Department's Light Duty program, beginning the date of \_\_\_\_\_. I understand that this is a voluntary program and agree to all the terms prescribed in the Light Duty Policy. I agree to remain on a shift or assignment designated by the Chief of Police and will perform duties assigned to me by the designated Supervisor who's Division or Section I am assigned to that does not conflict with any physician's restrictions regarding my injury. I also agree that I will remain in the Light Duty program until my release to full duty and that if I wish to utilize any other leave while participating in this program, the appropriate leave will be charged. I agree that I will provide medical updates from my physician to the Chief of Police in a timely manner. I have read the Light Duty Policy and agree to all terms.

_____	_____
Employee	Date

_____	_____
Tim Brown, Chief of Police	Date

_____	_____
Human Resources Director	Date

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF JUNCTION CITY, KANSAS**

**AND**

**THE JUNCTION CITY POLICE OFFICERS' ASSOCIATION**



**EFFECTIVE DATES:**

**December 21, 2015 (1<sup>st</sup> Day FY 2015)  
Through  
December 23, 2018 (last day FY 2018)**

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## **ARTICLE ONE RECOGNITION**

The City of Junction City, Kansas, recognizes the Junction City Police Officers' Association as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide City Police Officers, specifically in the following classifications: Police Officer, Sergeant

## **ARTICLE TWO DUES CHECKOFF**

The City agrees to deduct from the pay of each member of the Association the amount of dues to the Association, provided the City first receives written authorization from each member for such deduction. An Association member may withdraw his dues deduction authorization at any time. The Association has the right to change the amount of dues to be collected from every member as deemed necessary. In the event any changes to the dues are made, the President of the Association will provide a letter to the City two weeks prior to the changes taking effect.

The Association agrees to defend, indemnify, and save the City harmless and hold the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from a member's pay for dues or fees of the Association.

## **ARTICLE THREE MEET AND CONFER COMMITTEE - MEETINGS AND MEMBERS**

The City recognizes the Association as the exclusive representative of the appropriate unit.

The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the City and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesperson who shall express the views of their side. Neither party shall attempt to exert any control over the other's selection of its representatives.

The City recognizes the need to communicate and to formalize new concepts to promote advancement of the Junction City Police Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that both parties' committee members shall be allowed adequate notice for preparation prior to the start of the meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting, and agenda shall be agreed upon by the committee members during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member shall be permitted to attend such sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned time off, no compensation will be rendered.

#### Management-Association Relations Clause

The Junction City Police Officers Association and the City of Junction City agree to meet whenever it is deemed necessary to discuss employer/employee relations and working conditions. The purpose of these meetings is to promote harmonious relationships between the parties.

The meeting representatives will consist of the Executive Board of the JCPOA and the City's negotiation team. The JCPOA and the City will take turns covering the cost of the meals provided at these meetings.

The date, time and topics to be discussed shall be mutually agreed upon by the parties. Each party shall provide the other with a written list of topics at least seven (7) days prior to the meeting date. Additional matters may be discussed at the meetings upon mutual agreement by both parties. A designee will be mutually agreed upon by both parties to be present for the purpose of note taking.

If a meeting date outside of the regularly bi-annual meeting is requested, the request must be submitted to the other party in writing. A response must be received within fourteen (14) days of the request.

Association members shall be allowed to attend in regular work status at regular pay and if the meeting is scheduled on a member's assigned day off, the Association member shall receive another day off to compensate for the lost day off.

### **ARTICLE FOUR MANAGEMENT RIGHTS**

It is understood and agreed by the City and the Association that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the City shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Except as expressly provided otherwise by this agreement or by law, nothing contained in this agreement shall circumscribe or modify the statutory right of the City to:

- (1) Direct the work of its employees;
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the Junction City Police Department;
- (3) Suspend, discipline, or discharge employees for just cause;

- (4) Maintain the efficiency of governmental operations;
- (5) Relieve employees from duties because of lack of work or other legitimate reasons;
- (6) Take actions as may be necessary to carry out the mission of the Department in emergencies;  
and
- (7) Determine the method, means and personnel by which operations are to be carried on.
- (8) Layoff and recall

### **Decrease in Work Force**

When it becomes necessary to decrease the Department's work force, seniority shall govern. Probationary employees shall be the first laid off, and thereafter, further reductions in the work force shall result in the lay off of junior employees.

### **Recall Procedures**

Individuals recalled to duty will be in the reverse order in which they were laid off, i.e., and the most recently laid off individual will be the first one recalled. In the restoration of forces, recall procedure provides that the City shall notify each laid off employee of recall by certified letter. Notice of receipt of such certified letter of recall or date of first attempt to deliver such certified letter, as evidenced by return receipt, sent to the address of the employee as it appears on the City's records, constitutes appropriate notice of recall. Such employee having been laid off will return to work or notify the City in writing of his intention to return to work within seven (7) calendar days after written notice of recall (certified letter) has been received at the address of the employee as it appears on the City's records.

### **Change of Address During Layoff**

All persons who are laid off will notify the City by certified mail as to the change in their mailing address. If the change is not submitted, the City shall not be liable for any lost time nor shall the recall provisions of this section above apply if proper notification cannot be made because of a failure to submit the change.

## **ARTICLE FIVE COMMUNICATIONS**

The City agrees to allow the Association the use of City facilities for the conducting of Association business, to include bulletin boards, member mailboxes, telephones, computers, fax machines, copy machines and e-mail. Use of City owned or operated meeting rooms shall be scheduled and approved by the appropriate Department Head or Department representative. The Association agrees to keep the bulletin boards used by the Association in neat and orderly manner and remove obsolete items.

## **ARTICLE SIX WORK PERIOD**

The work period shall be 14 days in length beginning at 0001 hours every other Monday or the tour starting nearest to the time to correspond with the established City pay periods. As provided in Section 7(k) of the Fair Labor Standards Act, no overtime compensation shall be required until the number of hours worked exceeds 86 hours in a work period, except where specifically designated in other sections of this agreement.

Within each 14-day work period, the standard work day/shift schedule shall be a continuing cycle of five consecutive work days followed by two consecutive days off, except as necessary to meet work demands as determined by the Chief of Police.

When possible, a five (5) *working* day written notice of any schedule changes will be given to Association members, *exempting employees in a Field Training Officer status.*

The Patrol Division shall work 12 hour shifts with the days off to be determined by the Watch schedule rotation currently in effect as of December 23, 2002.

## **ARTICLE SEVEN HOLIDAYS**

**Section 1.** Designated holidays shall include:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

**Section 2.** Any member who works on a listed holiday will be paid at a rate of time and one-half of pay for the actual hours worked on the holiday.

All members will receive eight (8) hours holiday pay for all listed holidays.

Holiday hours are defined as 0001 hours to 2400 hours.

All hours worked in excess of the regularly scheduled work day will be paid at time and one-half and will count toward the 86 hours.

An employee who takes a single day off as vacation, personal or comp time which is a listed holiday will receive an amount equal to the scheduled work hours of vacation, personal, sick leave or comp time pay only. No holiday pay will be paid.

Add to Sections:

Holidays  
Vacation  
Comp Time  
Personal  
Sick Leave

Additional paid holidays may be authorized by the City Commission.

## **ARTICLE EIGHT VACATIONS**

Association members shall request vacation leave through their supervisor. The City's need must be considered in scheduling whenever possible, vacation leave will be scheduled at the Association member's convenience. When a vacation request is approved or disapproved by the supervisor, the request will be forwarded to the Division Commander for review, and will ultimately be forwarded to the Chief of Police for final decision. Association members may accumulate 480 hours of vacation leave without loss, based on the last Sunday of the last payroll period of the budget year. Unless there are special circumstances and approval is granted, Association members are expected to take accumulated vacation leave in excess of the 480-hour cap before the last Sunday of the last pay period of the budget year.

Vacation leave shall be earned as follows:

- a) One to five years of service – 80 hours per year  
(3.34 hrs per period)
- b) Five years and one month to ten years of service – 120 hours per year  
(5.00 hrs per period)
- c) Ten years and one month to fifteen years of service – 136 hours per year  
(5.67 hrs per period)
- d) Fifteen years and one month to twenty years of service – 160 hours per year  
(6.67 hrs per period)
- e) Twenty years and one month to twenty-one years – 168 hours per year  
(7.00 hrs per period)
- f) Twenty-one years and one month to twenty-two years – 176 hours per year  
(7.34 hrs per period)
- g) Twenty-two years and one month to twenty-three years – 184 hours per year  
(7.67 hrs per period)
- h) Twenty-three years and one month to twenty-four years – 192 hours per year  
(8.00 hrs per period)
- i) Twenty-four years and one month or greater – 200 hours per year  
(8.34 hrs per period)

Vacation leave with pay is earned each pay period for twenty-four pay periods worked based on the employee's "anniversary date" with the City.

Probationary employees accrue vacation leave during their initial orientation period, but are not eligible to use it until they have successfully completed their first six months of continuous employment. If a probationary employee resigns or is terminated before the completion of the initial orientation year, that employee will be compensated for any accumulated vacation leave.

Vacation leave requests for two (2) days or more shall ordinarily be requested at least five (5) working days before the beginning of the requested time off, unless due to emergency circumstances it would be impossible to do so. Vacation leave may be taken in an unlimited number of one-day increments upon the approval of the shift supervisor, but will not exceed the total number of hours/days accumulated by the employee. An employee who takes a single day off which is a listed holiday will receive the eight hours of vacation pay only. No holiday pay will be paid. When vacation leave is scheduled, the member will be free from all work responsibilities starting at the end of the last scheduled tour of duty, except for emergencies or circumstances beyond the control of the Department.

Budget permitting, if an Association member has accrued over 480 hours of vacation leave by December 1<sup>st</sup>, the City will purchase up to a total of 40 hours over the 480 hours accrued at straight time. The Association member will have the option of a check for the cash amount or the option of putting the cash amount into their personal deferred compensation account.

## **ARTICLE NINE SICK LEAVE**

Association members will earn eight (8) hours of sick leave per month with pay (96 hours per year). Association members may take up to forty (40) hours of Family Sick Leave during the calendar year to care for members of their immediate family as defined in Article Eleven – Bereavement Leave if living in the Association member's residence, who are ill or recovering at home, or to take members of their immediate family to appointments for medical care. These Family Sick Leave hours will be charged against a member's accrued sick leave. Association members in the employ of the City as of January 1, 1996 may accumulate up to a maximum of 1560 hours. Association members hired by the City after January 1, 1996 may accumulate sick leave to a maximum of 1040 hours. Association members may "Cash In" 480 hours upon retirement.

Sick leave is provided for the member's benefit. Discretion should be the guide in deciding when and how to use this privilege. Sick leave with pay is granted subject to the following conditions:

- a. Personal illness or physical incapacity resulting from circumstances beyond the member's control.
- a. Enforced quarantine in accordance with community health regulations.

In any case where doubt exists regarding the use or abuse of sick leave, the City reserves the right to require a statement from a licensed physician as directed by the Chief of Police, certifying that the illness prevented the member from working. The City also reserves the right to require an Association

member to be examined by a licensed physician designated by the City and at the City's expense, as a second opinion. In any case where sick leave has been used for three consecutive work days or more, a physician's statement may be required. Any proven instance of purposeful abuse of sick leave will result in disciplinary measures.

Should a member become ill or otherwise incapacitated, the member should notify his supervisor as soon as possible. Such notification should be made at least one hour prior to such time the member is scheduled to work.

Sick leave may be authorized while a member is receiving worker's compensation benefits, but only to the extent that sick leave adjusted the compensation to the same amount the member would normally receive while working. If an Association member desires to use sick leave in this manner, a written statement from the member is required.

### **Attendance Merit Award**

On December 31<sup>st</sup> of each year, any employee who has an accumulation of sick leave of 360 hours or more will become eligible for the Attendance Merit Award. The Award will consist of extra vacation leave time for those employees that have reached the minimum threshold level of 360 sick leave hours and have used no more sick time within the last 12 months than what the following schedule outlines:

Sick Leave Usage During the Fiscal Year	Award Extra Vacation Leave <u>8 – Hour Employee</u>	Award Extra Vacation Leave 12 – Hour Employee
0 – 8 hours	24 hours	34.50 hours
8¼ - 16 hours	20 hours	28.75 hours
16¼ - 24 hours	16 hours	23.00 hours
24¼ - 32 hours	12 hours	17.25 hours
32¼ - 40 hours	8 hours	11.50 hours
40¼ - 48 hours	4 hours	5.75 hours

Officers whose personal illness is so serious that they are ordered off duty and on to sick leave by their shift supervisor or a competent medical authority will not be penalized when competing for the attendance merit award. The term competent medical authority is defined as a licensed physician, dentist, physician's assistant, or nurse practitioner. Sick leave hours used by the officer when ordered off duty will not be counted as discretionary sick leave usage in the calculation of the Attendance Merit Award. To have these hours exempted the officer must provide a medical certificate indicating that their illness or situation was acute, unique, required extensive hospitalization, or recuperation. These situations must be noted on leave request forms with the medical documentation attached. At the end of each fiscal year the Human Resources Department will review the officer's record and issue each eligible officer a letter notifying him/her of the number of extra vacation hours he/she is eligible to earn as a result of careful use of discretionary sick leave. Appeals or corrections to the record will be sent to the Chief of Police for final decision. The Human Resources Department will post the approved correction to the officer's record.

Each qualifying employee will have the option of converting the appropriate amount of extra vacation leave hours earned. This extra vacation leave will be added to the vacation leave record of those persons who qualify.

Extra Vacation Leave will be added in January to each qualifying individual's Vacation Leave Record.

## **ARTICLE TEN PERSONAL LEAVE**

The City agrees to allow members of the Association to receive personal time with pay in accordance with the following schedule:

	<u>8 – Hour Employee</u>	<u>10-Hour Employee</u>	<u>12 – Hour Employee</u>
0 through 10 years	16 hours per year	<i>20 Hours per year</i>	23 hours per year
11 through 20 years	24 hours per year	<i>30 Hours per year</i>	34.5 hours per year
21 through 25 years	32 hours per year	<i>40 Hours per year</i>	46 hours per year
26 through 30 years	40 hours per year	<i>50 Hours per year</i>	57.5 hours per year

Association members hired July 1<sup>st</sup> and after of the fiscal year will receive either 8 hours (8-hour employee) or 11.5 hours (12-hour employee) of personal leave.

Personal leave shall be requested at least 24 hours in advance of the requested time off and scheduling of such time shall be subject to the approval of the Shift Supervisor. Personal leave may be taken in one-hour increments. An employee who takes a personal day off, which is also a listed holiday, will receive eight hours of personal day pay only. No holiday pay will be paid.

## **ARTICLE ELEVEN BEREAVEMENT LEAVE**

Upon request, an Association member will be granted up to three (3) days leave per occurrence with pay, when a death occurs in that member's immediate family. Immediate family is defined as: the employee's mother, father, stepparents, grandparents, grandchildren, sister, brother, spouse, children, stepchildren, foster children, spouse's parents and grandparents; any other relative actually living in the same household; or any other individual who was the legal guardian of the employee. The day of the funeral is the last day for which payment is made. An employee granted bereavement leave should receive an amount equal to the scheduled work hours' pay at the normal hourly rate for each day of bereavement leave taken. No bereavement will be paid if the funeral falls on a holiday, vacation day, scheduled day off, if the employee is on leave of absence or if the employee is on layoff. The City must be notified immediately of a death in the family and the extent of the expected absence. Requests for additional days of bereavement leave may be forwarded to the City Manager for consideration. The request should contain information on the number of and necessity for additional days and reasons why use of Personal Leave and/or Vacation can not meet the individual's needs.

## **ARTICLE TWELVE INJURY LEAVE**

If an employee is injured on the job and is unable to work, the City will grant the employee Injury Leave with pay for up to seven (7) work days. If an investigation of the accident is necessary, the employee will be charged sick leave until the investigation is complete. If the investigation verifies that the accident occurred on the job the absence will be converted from sick leave to injury leave. The employee will be credited the used sick leave.

To insure that a proper determination can be made for the leave days charged, the City will require a statement from a licensed physician attesting to the extent of the injury.

Should an on-the-job injury incapacitate a member for more than seven (7) workdays, the member will be eligible for worker's compensation whenever the member is eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave, so that the compensation the member receives will be the same as would normally be received while working. If the member desires to use sick leave in this manner, a written statement from the member is required. When worker's compensation benefits are paid to the employee for these first seven (7) days the City will be reimbursed by the employee. In order to maintain any deductions, the employee will need to make arrangements with the Human Resources Department to pay the necessary deduction amounts while on Worker's Compensation leave.

## **ARTICLE THIRTEEN CIVIL LEAVE**

Civil Leave with pay will be granted to employees while performing emergency civilian duty connected with civil defense, jury duty, or appearing in Court as a subpoenaed witness. Police Officers appearing in Court as a result of the performance of their duties are excluded. Employees who receive a check for jury duty are allowed to keep the check.

Employees will be granted time off to vote, if the polls are not open at least two hours before or two hours after their scheduled hours of work.

If an employee is involved in a personal lawsuit or court case as plaintiff or as defendant and the action is not related to their duties with the City, the employee may, at the discretion of the Department Head or City Manager, take leave without pay or elect to use vacation or personal leave.

## **ARTICLE FOURTEEN MATERNITY/PATERNITY LEAVE**

All members are covered by the City of Junction City's Personnel Policies & Guidelines Book dated January 20, 2009 Maternity Leave Policy (Section 8.5) and Family Medical Leave Policy (Section 8.6).

## ARTICLE FIFTEEN WAGES

### Section 1: Salaries

Appendix A attached hereto and made part hereof contain classifications and hourly rates of pay.

### Section 2: Court Attendance

The City and the Association agree that in the event a member in the Association receives notification that he or she is to appear in court as a result of their duties, such member shall be obligated to comply with said notification.

Required court appearances during regularly scheduled working hours, or which immediately precede or immediately follow regularly scheduled working hours, shall be considered compensable hours of work subject to the provisions of Article VI of this agreement, "Work Period."

For required court appearances other than already mentioned, members shall receive a minimum of two hours of overtime (time and one-half) compensation, regardless of the number of hours worked in the work period. This minimum shall apply when the member reports to the court, whether or not the member testifies, but shall not apply if notified prior to reporting that his appearance is not required. Court time in excess of two hours shall be compensable hours of work subject to the provisions of Article VI of this agreement, "Work Period."

### Section 3: Training

The City agrees to pay Association members compensation while in attendance at training classes required to maintain certification as a Police Officer at their regular rate of pay *up to 86 hours worked in the pay period and then will be compensated at an overtime (time and a half) rate for hours worked beyond the 86 hours.* ~~during regularly scheduled work hours and at the rate of one and one half times their regular rate of pay for all hours outside their regularly scheduled work hours regardless of the total number of hours worked in the work period. This paragraph applies to training classes required to gain certification or for approved training to maintain certification as a Police Officer. This paragraph applies to State-mandated training only.~~ Firearms qualifications shall be excluded from the provisions of this paragraph and shall be compensable only during regularly scheduled work hours. Management will endeavor to schedule firearms qualifications during duty hours.

Association Members will be compensated for out of town training that is mandatory at straight time up to the 86 hours. Any training time over the 86 hours will be paid at time and one half.

Any other training required or approved by the City shall be compensable hours of work subject to the provisions of Article VI of this agreement.

A training fund will be created from outside resources to upgrade and improve existing training programs through the development of a JCPOA/Management Team. Members of the team would include representatives from Patrol, Investigations and Community Involvement, the Captain of

Operations and the Chief of Police. A \$5.00 fee would be added to the Municipal Court fees to establish the police training fund.

#### **Section 4: Equipment Allowance**

Each year \$300 will be paid to those officers, not in an initial probationary status, and not otherwise receiving a clothing allowance. This allowance will reimburse officers for clothing, gear, and weapons items purchased for use on the job at the Junction City Police Department. All requests will be submitted by December 1<sup>st</sup> of each year.

The following items may be purchased:

Clothing – socks, shoes, gloves, hats, underclothing, approved uniform shorts, *pants*, and shirts

Gear – work bags, ticket holders and clipboard

Streamlight Strion C4 flashlight with the Blackhawk CQC Compact Light Carrier

Safariland ~~6004-64~~ Taser X26p leg holster

Taser X-26p SERPA Duty Holster

Any other request must be approved by the Chief of Police.

#### **Section 5: Field Training Officer Allowance**

Upon being hired by the Junction City Police Department, new officers will enter the Field Training Program. The Field Training Program will be staffed by one (1) Field Training Supervisor, four (4) Field Training Officers (FTO) and four (4) Relief FTO's. The FTO and Relief FTO selection process shall be a collaborative recommendation from the shift Sergeant, Lieutenant, and Captain of Patrol subject to approval by the Chief of Police. FTO and Relief FTO designation may be subject to review at any time. The FTO will plan, organize, and direct the probationary training tour for new officers for a period of fourteen (14) weeks or as specified in the FTO manual. Once appointed as an FTO, that Officer will be compensated with an additional \$.50 per hour for all hours worked. The Relief FTO's will be compensated at \$.50 per hour for each hour they are actually training.

A Field Training Supervisor selection process shall be a collaborative recommendation from the shift Lieutenants and Captain of Patrol subject to approval by the Chief of Police. The FTS shall be of the rank of Sergeant and will receive \$.50 per hour for all hours worked. The FTS designation may be subject to review at any time. The FTS is responsible for management of the FTO program.

#### **Section 6: Shift Differential Pay**

Association members shall be entitled to a shift differential as follows:

- a. Association members ~~regularly~~ scheduled to work ~~shift~~ from 1800 to 0600 hours will be paid an additional thirty-five cents (\$.35) per hour for actual hours worked for the shift differential. *This subsection will not apply to any extension of a regular day shift or any call outs. Grant-funded and "Sin Tax" enforcements are not eligible for the shift differential.*
- b. If an Association member is on leave (i.e. vacation, sick leave, personal leave, injury leave, leave without pay, administrative leave with pay), that member is not eligible for the shift differential.
- c. Association members whose work shift falls between 0600 and 1800 hours are not eligible for the shift differential pay.

## **Section 7: Working Out of Classification**

When a Police Officer is required to supervise the shift due to the absence of the Sergeant and the Lieutenant for a period of one or more consecutive hours, the officer shall be paid at the Sergeant rate of pay at their same years of service per the contract salary schedule.

Any Association Member who fills a vacancy and performs duties of a higher rank shall receive the pay of the higher rank/classification for all hours worked. A vacancy is defined as the employee has left the employment of the City.

## **Section 8: Longevity Pay**

In December of each year, Association Members will receive longevity pay. Each member will receive \$4.00 for each month over five (5) years of service. In order to be eligible for longevity pay, members must have at least five (5) years of continuous service with the Junction City Police Department.

For example, for someone who has nine (9) year of service, he/she will receive \$432.00.  
 $(9 \text{ years} \times 12 \text{ month in a year} \times \$4.00 = \$432.00)$

## **Section 9: Compensatory Time**

A maximum of five (5) days of compensatory time can be banked. Compensatory time off will be paid at the rate at which it is earned. Compensatory time must be used within sixteen (16) weeks. Compensatory time shall be used before using vacation or personal leave. Any deviation from this policy requires approval from the Chief of Police.

## **Section 10: Specialty Assignments – Cross Training**

This provision applies to the following positions: Drug Operations Group, Lab Investigations, Detectives, and Community Involvement Unit. The provisions of cross training are as follows:

- a. There is a six (6) week maximum rotation for all specialty assignments.
- b. No more than two (2) officers will be involved in the Cross-Training Program at any one time.
- c. Officers will not be in a Cross-Training capacity during the months of June, July and August due to the busy summer months and manpower needed on shifts.
- d. Officers requesting a rotation to one of the four specialty assignments will submit a memo

through their chain of command requesting a specific specialty unit to participate. Along with the memo, the Officer must request why he/she wants to participate in this training and how it will benefit the officer and the department.

- e. Officers selected to participate in the cross training will not be eligible for another rotation to one of the other specialty units for one calendar year. However, Officers may submit a memo at any time during that year to be considered for future cross training openings.
- f. Officers selected to participate in the cross training program will be under the direct supervision of those they are assigned to, regardless of their rank. For example, a sergeant requests to be cross trained in the lab. The Investigator in the lab would have supervisory authority over the Sergeant throughout the duration of the cross training assignment.
- g. Selection of Officers interested in the Cross Training Program will be done by a committee of four members. The Committee will consist of the Chief of Police, the Captain of Operations, the Captain of Investigations and the President of the JCPOA.
- h. If an Officer is working in a Cross Training capacity and extenuating circumstances occur that the employee is needed back on his/her shift, all efforts will be made to return the Officer to the cross training assignment, if and when the opportunity exists.
- i. Officers assigned to the cross training program, at their own request, can return to their previous duty assignment prior to the end of the six (6) week cross training period.
- j. The Chief of Police will have the discretion to extend an Officer on Cross Training status to another six (6) week period, if no other employee is eligible for this assignment.
- k. All Officers that request to participate in the Cross Training Program must not be in any probationary period at the time of selection.
- l. Officers selected for a cross training assignment will not be eligible for partial or full specialty unit clothing allowance.
- m. Specialty unit Officers/Detectives/Investigators are tasked with training the Officers selected for the Cross Training Program and will not be considered Field Training Officers (FTO/s) and therefore are not eligible for FTO pay.

### ***Section 11: Off Duty Pay***

*Whenever an Association member agrees to an assignment off duty, i.e. football games, basketball games and/or other security related events (excluding Sundown Salute), that officer will be paid at a rate of time and a half of the officer's rate of pay.*

### ***Section 12: Equipment Committee***

*The uniform and equipment committee will be made up of no more than three (3) Command Staff Members and three (3) Association Members and will meet no less than twice annually. The committee will discuss and test duty attire equipment and items authorized, or desired to be authorized, for purchase with the Clothing Allowance. The committee will then prepare a written report containing its findings and recommendations for the Chief of Police. The Chief of Police will have the ability to test, purchase, and implement any equipment used by the Department without notifying this committee, on an "as needed" basis. The Chief of Police shall retain final say on all uniform and equipment decisions.*

## **ARTICLE SIXTEEN BENEFITS**

### **Section 1: Health Insurance**

The City shall provide a group hospitalization, medical and major medical plan to all Association members covered by this agreement.

The City will be responsible for 80% of the premium for single coverage, and the employee requesting such coverage shall be responsible for 20% of the premiums of single coverage provided the employee is eligible for such coverage. Employees shall have the option of electing child, spouse, or family coverage. If the employee elects such additional coverage, the employee will be responsible for the cost of that additional coverage.

The City retains the authority to define group health insurance coverage and carrier to maintain a cost effective program; however, the City agrees to notify the Association, in advance and to the extent possible, based on the timing of information being received from the carrier, of any benefit change to such health coverage.

Upon retirement from the Junction City Police Department, the employee can remain in the employer's group health plan until he or she reaches the required age for Medicare, provided that the employee pays 100% of the cost for the coverage and service fees not to exceed 2% of the total cost. As used in this section, "RETIRED" means any employee who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System for either Tier I or Tier II. Coverage will cease to be made available upon (1) the retired employee attaining the required age for Medicare, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

### **Section 2: Dental Benefits**

The City shall provide a group dental plan. The employer will pay 100% of the employee dental benefit premium. The employee shall pay 50% of the dependent premium with the City paying the other 50%. The City retains the right to assess a reasonable portion of single coverage and/or all or a reasonable portion of the family portion to all members requesting such coverage.

As stated above, the City retains the authority to define dental insurance coverage and carrier and will notify the Association in advance and to the extent possible, based on the timing of information being received from the carrier, of any benefit change to such dental insurance coverage.

### **Section 3: Life Insurance**

Members of the Association are eligible for a term life insurance policy in the amount of \$20,000 with premiums paid fully by the City.

#### **Section 4: Worker's Compensation**

Association members are insured by the City against accidents on-the-job through Worker's Compensation Insurance. This means that should a member be injured on-the-job or contract an occupational disease, the member will receive compensation. A member may choose the option of taking sick leave, if available, or worker's compensation whenever eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave as defined in Article XII.

#### **Section 5: Uniform Cleaning and Maintenance**

The City agrees to contract with a dry cleaning firm for the purpose of cleaning and maintaining the issued uniforms of Association members. Each uniformed member shall be issued chits for the cleaning of three shirts and three pairs of pants per week. Chits will be issued with the member's bi-weekly paycheck and shall be issued for all full weeks the member is in pay status. Accumulated, unused chits may be used by Association members to clean other uniform items and also for needed repairs to those items and the uniforms. Necessary repairs do not include alterations but includes repairs such as tears, replacing zippers and the like. Rules for such use shall be established by the Chief of Police. Chits will be issued and used based on the City's fiscal year.

Upon being issued new/replacement uniforms, an Association Member may request in writing permission to use cleaning chits to have necessary alterations to present a professional appearance.

#### **Section 6: Investigations Clothing and Cleaning Allowance**

- a. The City agrees to pay each member assigned to the Investigation Division, including Narcotics Officers, \$750.00 on or about January 1 of each year to purchase and maintain clothing necessary to meet the requirements of the Police Department. The purpose of this allowance is to provide \$750.00 per year for a clothing allowance to each officer in the Investigations Division. In the event an officer is assigned to the Investigations Division between January and December of the year they will receive a pro-rated amount of the clothing allowance. For example, if the Detective is assigned in July he/she would receive a \$375.00 clothing allowance to build a duty dress wardrobe.
- a. Members assigned to the Investigations Division exceeding thirty days shall be eligible for a pro-rated clothing allowance as determined by the Chief of Police or his/her designee. Members assigned to the Investigations Division will also be issued nine chits per week for all full weeks the member is in pay status for the cleaning of suits, shirts, pants, ties, sports jackets, and blazers worn on duty.

### **ARTICLE SEVENTEEN**

## MISCELLANEOUS PROVISIONS

### Section 1: Agreement Costs

After approval and ratification of the Agreement, the City and the JCPOA agree to share the cost equally for the printing and binding of the said agreement

### Section 2: Body Armor

The City of Junction City will replace the body armor of each uniformed Police Officer on or before the fifth year anniversary of the issue date of the body armor. The City will replace the body armor carrier as needed. Issued body armor will be rated at threat level II or IIIA and have side panel protection. Input on the type or style of the body armor will be sought from the JCPOA at the time of replacement by the City.

### Section 3: Promotional Vacancies

The Junction City Police Department will strictly follow the Promotion General Order, as revised **June 21<sup>st</sup>, 2016**, to fill the ~~supervisory~~ positions of **Detective**, Sergeant and Lieutenant. A process of competitive selection will determine eligible members for promotion. It shall be the policy of the department that every member meeting the eligibility requirements will have an equal opportunity to compete for promotion. All promotional vacancies will be filled within 90 days after the position becomes vacant.

### Section 4: Animal Control

The City agrees not to use Association members for the purpose of general kennel cleaning duties at the Animal Control Center.

### Section 5: Call Outs

Call Outs, e.g., parades, details, homicides, K-9, floods, search warrants, manpower shortages, ~~and~~ other critical incidents or emergencies as determined by the Watch Commander, *and any mandatory meeting or anytime an officer is assigned to work an assignment that they did not volunteer for* will be for a minimum of two (2) hours. This time is paid at straight time and will count toward the 86 hours.

~~Call Outs are defined as the following:~~

~~When an officer is called out to work unexpectedly or scheduled to work a special assignment that requires them to be in duty uniform.~~

### Section 6: Disciplinary Actions and Internal Affairs

Disciplinary Procedure General Order and Internal Affairs General Order, dated December 5, 2012 specify the guidelines for handling disciplinary actions and internal investigation, respectively, against members of the department. Changes or revisions to these orders will be done with the advice of the JCPOA under the provisions of Article III of this agreement.

## Section 7: Nondiscrimination Provision

It is the policy of the City of Junction City and the JCPOA that this agreement shall be administered without regard to race, color, religion, sex, national origin, ancestry, disability and veteran's status in accordance with Section 1.6 of the City's Personnel Policies & Guidelines dated January 20, 2009.

## Section 8: Lateral Transfers

Lateral transfers will be filled through an oral board and a law enforcement (job-specific, if available) written test selection process. A letter of intent shall be submitted to the Chief of Police for consideration when a vacancy occurs. All paperwork will be forwarded to the Human Resources Department for record keeping purposes. The oral board consisting of five (5) members which be selected by the Chief of Police. Two (2) members of the board will be from other Departments/Agencies who have the knowledge or expertise in the capacity of the position being filled. Scores will be determined by using a rating sheet outlining the areas of review. The rating sheet will evaluate the applicant in the following areas:

- a. appearance
- b. attitude
- c. personality
- d. communication
- e. education
- f. work experience
- g. technical competence
- h. ambition
- i. potential

Association members must obtain a passing score of 70% on the written exam to advance to the oral board. The oral board scores and the written scores will account for 50% each of the total score, with the addition of any seniority points. The seniority score is calculated as one quarter ( $\frac{1}{4}$ ) point for each full year of service completed up to a maximum of 2.5 points or 10 years of service. Applicants will have the opportunity to review oral and written scores on all testing. Association members must not be in any probationary period to apply for a lateral transfer, and must have at least two consecutive years with the Junction City Police Department with no break in employment.

The lateral transfer applies to the following positions: K-9, DARE/SRO, ~~Drug-Task Force~~, ~~Code Enforcement~~, and Municipal Court Bailiff ~~or Detective~~.

When a Sergeant vacancy occurs, Sergeants not in any probationary status will be given the first opportunity to compete for the vacancy. Sergeants will compete for the position the same as any other lateral transfer. Sergeant positions will be opened for competition to eligible officers once it has been determined that there are not any Sergeants interested in the vacancy.

Newly hired officers with current Kansas Law Enforcement certification or with current out-of-state law enforcement certification may be placed in the pay grid no more than one step for each two (2)

years of service.

No lateral entry officer position will exceed an entry level higher than the five (5) year step. All other contractual obligations or rights, except the above listed pay issue; remain unchanged for lateral entry officers. This provision only applies to pay.

It is agreed that assignment into and out of *these lateral transfer positions* is a lateral duty assignment only and is not considered a promotion or demotion.

Members may be transferred at the direction of the Chief of Police due to budgetary considerations, manpower allocations, and/or disciplinary actions.

A personnel action report is required when an officer is named to a position through a Lateral Transfer.

### **Section 9: Shift Bidding**

Association Members are eligible to bid for shifts on a six-month basis. A letter of intent shall be forwarded through the Member's current chain of command by January 1<sup>st</sup> or July 1<sup>st</sup> of each year. (January 1<sup>st</sup> and July 1<sup>st</sup> are the bid deadline dates.) Determination of seniority with the Department is based on time in grade and time in service.

Sergeants' seniority shall first be determined by their time in grade (rank) and then their time in service with the Department. Patrol Officers' seniority shall be determined by their time in service with the Department.

During the shift bidding process, if an Association Member submits a bid through their chain of command, the placement of assignments will be based on seniority.

The Chief of Police or his/her designee will take into account specialized training and the diversity of the department before making the final determination on the placement of Association Member's assignments.

If an Association Member identifies a member on an opposing shift that would like to change shifts after the bid deadline dates, those members will be allowed to change shifts with the approval of the Chief of Police or his/her designee.

In the event that there is a tie between two members, the Chief of Police or his/her designee shall have the final determination.

Any member currently on any probationary status shall be subject to placement by the Chief of Police or his/her designee and shall not be eligible to bid for shift placement.

In the event that an Association Member's shift bid is denied, the Chief of Police or his/her designee will provide written justification to the member within ten (10) calendar days. Members may be moved in certain situations at the direction of the Chief of Police with consultation of the Operations Captain and the Watch Commander.

## **Section 10: Drug and Alcohol Testing**

All Association Members are subject to the City of Junction City's Drug and Alcohol Testing Policy, Policy Resolution #03-04, dated November 18, 2003.

## **Section 11: Temporary Assignment**

A "temporary assignment" is when an Association Member works in a position outside of their assigned duty position.

The City agrees that temporary assignments will not be used in lieu of filling any vacancies that exist or arise in the department. Any new or vacant positions shall be filled by the lateral transfer and promotion policies currently in effect.

## **Section 12: Physical Fitness**

A committee will be formed to work toward implementing a physical fitness program. The committee will include an equal number of representatives from JCPOA and management. The committee will meet bi-annually during March and October. The meeting agenda will be at the discretion of the JCPOA President and the Chief of Police.

## ***Section 13: False Complaints***

All complaints against officers which are determined to be unfounded, or in which the officer's conduct is exonerated, shall be reviewed by the appropriate Captain for prosecution recommendation.

# **ARTICLE EIGHTEEN GRIEVANCE PROCEDURE**

## **Section 1: General Statement**

It is the policy of the City of Junction City that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which he/she considers unjust.

## **Section 2: Definitions**

A grievance is defined as a written complaint filed by a member of the bargaining unit or Association in response to the terms and conditions of employment involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal. Any member of the bargaining unit and the Association may file a grievance over any of these matters. Grievances founded in allegations of discrimination should follow the procedure outlined in Section 4 herein.

## **Section 3: Grievance Procedure**

It is the desire of the parties to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. The foregoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations. If the grievance is not resolved informally, the following procedure will apply.

- a. **Step Number 1.** Any member of the bargaining unit and the Association may file a grievance within a period of ten (10) calendar days after the occurrence giving rise to the grievance or after the same has become known to the member of the bargaining unit or the Association. The written grievance shall be submitted to the employee's Division Captain, Investigations Lieutenant, or Drug Operations Group Lieutenant as applicable. The written grievance shall include the following information:

- 1) Name of grievant.
- 2) Date of occurrence giving rise to the grievance.
- 3) Specific statement of actual grievance including all relevant facts.
- 4) The relief sought.
- 5) Signature of grievant.
- 6) Supporting documentation, witness statements, etc.
- 7) Date filed.

The grievance form is located on the last page of this contract.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this policy. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer by the City. If the City fails to provide an answer within the limits so provided, the employee may immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

All time periods in each step shall consist of ten (10) calendar days or the next work day if the 10<sup>th</sup> day is a Saturday, Sunday, or holiday.

The Division Captain or Lieutenant shall respond to the employee's grievance in writing within ten (10) calendar days from his/her receipt of the grievance form.

- b. **Step Number 2.** If the employee and/or Association disagrees with the decision of the employee's Division Captain or Lieutenant, the employee may appeal the grievance in writing to the Chief of Police within ten (10) calendar days from receipt of the Division Captain's or Lieutenant's written response.

The Chief of Police shall respond to the employee's grievance in writing within ten (10) calendar days from his/her receipt of the grievance form

- c. **Step Number 3.** If the employee and/or Association disagrees with the decision of the Chief of

Police, the employee may appeal the grievance in writing to the City Manager within ten (10) calendar days from receipt of the Chief of Police's written response. The City Manager, after reviewing all relevant information, shall make his/her decision and notify the employee, Association, the Chief of Police, and Division Captain of the decision and reasons therefore in writing within ten (10) calendar days. This decision is final and subject to no further appeal except as specified in Step Number 4 or 5.

- d. **Step Number 4.** If the disciplinary action taken or approved by the Chief of Police is a suspension of ten (10) days or less, the employee may request a hearing within ten (10) calendar days of the City Manager's decision. If no hearing is requested, the procedure in Step Number 3 applies. Within ten (10) calendar days of the receipt of the request for a hearing, the parties will select a mutually agreed upon impartial attorney (Hearing Officer) to hear the grievance. The fees and expenses of the Hearing Officer shall be divided equally between the City and the JCPOA. Each party shall pay its own costs of preparation and presentation of any grievances sent before the Hearing Officer.

**Hearing Officer Procedure.** As expeditiously as possible, the Hearing Officer shall conduct hearings in accordance with the following procedures:

1. The parties shall be allowed to present all facts and evidence regarding the grievance, to call any witnesses, and present any relevant exhibits.
  2. The Hearing Officer shall not be bound by the rules of evidence for trials.
  3. No City employee, serving as witness, shall be subject to any restraint, interference, discrimination or reprisal for any of his or her testimony in such hearing.
  4. All parties shall be allowed the right to legal counsel.
  5. The hearing shall not be open to the public unless the employee and City both agree in writing to a public hearing.
  6. The Hearing Officer shall render a written recommendation to the City Manager with a copy of the recommendation also going to the JCPOA President within ten (10) calendar days of the hearing's conclusion.
- e. **City Manager's Decision.** Upon receipt of the Hearing Officer's recommendation, the City Manager shall consider the appeal, the recommendation, and all relevant information, and within ten (10) calendar days notify the aggrieved employee and the Association in writing of the final decision in the matter. The decision of the City Manager is final and subject to no further internal administrative appeal.
  - f. **Step Number 5.** If the disciplinary action taken is a termination or a suspension of greater than ten (10) days, or a demotion, or the grievance arises from an interpretation or application of the Contract, arbitration may be requested by the employee, Association, or City by delivering written notice to the other party within ten (10) calendar days following the decision in Step 3 above.

**Arbitration Procedure.**

1. The notice shall set forth the interpretation or construction or the discipline being appealed.
2. Within ten (10) calendar days of the receipt of the request for arbitration, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and the parties will alternately and independently strike unacceptable arbitrators from the list, with the last remaining arbitrator, being selected. The fees and expenses of the arbitrator shall be divided equally between the City and the Association. Each party shall pay its own costs of preparation and presentation of any grievances presented to an arbitrator.
3. The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him to act effectively. The arbitrator's decision shall be final and binding on all parties.
4. The arbitrator shall have no power to add to, subtract from, or modify any terms of this agreement.
5. In the resolution of disputes between the parties, the arbitrator shall give no weight or consideration to any matter except the specific language of this agreement, the facts and evidence presented to him by the parties at the hearing, and any agreed upon post-hearing submissions.
6. The cost of the arbitrator shall be shared equally by the City and the Union.
7. The arbitrator shall render his/her decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.

#### **Section 4: Discrimination Grievances**

Any employee or applicant claiming to have been discriminated against on the grounds of race, religion, national origin, ancestry, sex, age, disability, or marital status or as outlined in the anti-harassment policy, Section 10.11, may take the following steps in accordance with the City's Affirmative Action Plan for Equal Employment Opportunity.

- a. The grievance shall be submitted in writing, specifying that the individual is filing a Discrimination Grievance, to the City Manager for review and follow-up action. The City recommends that all City employees utilize this procedure prior to submitting complaints to outside agencies.
- b. The City Manager (or his designee) will review and take action within thirty (30) working days of receipt of the grievance.

### **ARTICLE NINETEEN**

## **PREVAILING RIGHTS**

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The complete understandings and agreements arrived at by both parties after exercise of that right and opportunity are set forth in this agreement.

The City and Police Department written policies and rules and regulations are not included in this agreement, may be changed from time to time, but shall not be in conflict with this collective bargaining agreement. They will continue in force and effect.

The parties agree that certain other groups of City employees, organized bargaining units, management, non-bargaining units and other bargaining units may from time to time during the life of this agreement receive benefits which differ from those set forth in this agreement. Those benefits will not extend to or be given the members covered by this agreement during its life. The benefits contained in this agreement are unique to this bargaining unit and cannot be expanded or curtailed during the term of this agreement.

## **ARTICLE TWENTY RETENTION OF BENEFITS**

This provision shall not be construed as a limitation on the retained rights of the City as set forth in Article IV of this agreement entitled "Management Rights."

All rules, regulations, practices and policies not specifically addressed in this agreement shall be retained as management rights and any changes thereof shall be at the sole discretion of the City.

## **ARTICLE TWENTY-ONE SAVINGS CLAUSE**

If any provision of this Agreement should be held unlawful by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated but the remainder of the agreement shall remain in full force and effect. The parties shall immediately commence to negotiate for the purpose of redrafting a mutually satisfactory replacement for such provision so affected.

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, ordinances and rules and regulations.

## **ARTICLE TWENTY-TWO APPROVAL**

It is agreed by and between the City Manager and the Association that this Memorandum of Agreement shall be submitted to the City Commission for review and the provisions of the Agreement be implemented and become effective at 0001 hours, ***December 21, 2015*** and shall remain in effect to 2400 hours, ***December 23, 2018***.

If notice to modify or amend is given, it shall contain a statement of modifications desired. The parties agree that the negotiations for a successor Agreement shall commence no later than March 1<sup>st</sup> of any year. All parties shall endeavor to conclude negotiations prior to June 1<sup>st</sup>.

**ARTICLE TWENTY-THREE  
SUCCESSORS**

This Agreement shall be binding upon the successors and signees of the parties hereto, and no provision, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**IN WITNESS THEREOF**, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE CITY:**

\_\_\_\_\_  
Allen Dinkel, City Manager

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Cory Odell  
President JCPOA  
Negotiating Member

\_\_\_\_\_  
Christopher Breidenstein  
Negotiating Member JCPOA

\_\_\_\_\_  
**Brandon Shumate**  
Negotiating Member JCPOA

\_\_\_\_\_  
**Doug Cathey**  
Negotiating Member JCPOA

This agreement was approved by the Honorable Board of City Commissioners this this \_\_\_\_ day of \_\_\_\_\_, 201**6**.

\_\_\_\_\_  
Mick McCallister, Mayor

**ATTEST:**

\_\_\_\_\_  
Tyler Ficken, City Clerk

## Appendix A – Salaries

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>&lt;1</b>	18.94	19.13	19.32	19.51
<b>1</b>	19.31	19.50	19.70	19.90
<b>2</b>	19.70	19.90	20.10	20.30
<b>3</b>	20.29	20.49	20.70	20.90
<b>4</b>	20.90	21.11	21.32	21.53
<b>5</b>	21.53	21.75	21.96	22.18
<b>6</b>	22.17	22.39	22.62	22.84
<b>7</b>	22.83	23.06	23.29	23.52
<b>8</b>	23.53	23.77	24.00	24.24
<b>9</b>	23.99	24.23	24.47	24.72
<b>10</b>	24.47	24.71	24.96	25.21
<b>11</b>	24.97	25.22	25.47	25.73
<b>12</b>	25.46	25.71	25.97	26.23
<b>13</b>	25.71	25.97	26.23	26.49
<b>14</b>	25.98	26.24	26.50	26.77
<b>15</b>	26.24	26.50	26.77	27.04
<b>16</b>	26.50	26.77	27.03	27.30
<b>17</b>	26.76	27.03	27.30	27.57
<b>18</b>	27.03	27.30	27.57	27.85
<b>19</b>	27.57	27.85	28.12	28.41
<b>20</b>	28.12	28.40	28.69	28.97
<b>21</b>	28.40	28.68	28.97	29.26
<b>22</b>	28.69	28.98	29.27	29.56
<b>23</b>	28.97	29.26	29.55	29.85
<b>24</b>	29.26	29.55	29.85	30.15
<b>25</b>	29.56	29.86	30.15	30.46
<b>26</b>	29.85	30.15	30.45	30.75
<b>27</b>	30.15	30.45	30.76	31.06
<b>28</b>	30.45	30.75	31.06	31.37
<b>29</b>	30.76	31.07	31.38	31.69
<b>30</b>	31.06	31.37	31.68	32.00
<b>31</b>	31.38	31.69	32.01	32.33
<b>32</b>	31.69	32.01	32.33	32.65

<b>Detective</b>	<b>&lt;1 Year</b>	<b>Step + \$ .75</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$1.00</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$1.50</b>

<b>Detective Sergeant</b>	<b>&lt;1 Year</b>	<b>Step + \$1.75</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$2.00</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$2.50</b>

<b>Sergeant</b>	<b>&lt;1 Year</b>	<b>Step + \$1.25</b>
	<b>Beginning of 2<sup>nd</sup> Year</b>	<b>Step + \$1.50</b>
	<b>Beginning of 5<sup>th</sup> Year</b>	<b>Step + \$2.00</b>

## **Appendix B**

## **Master Officer Recognition Program**

- n. To promote physical fitness, firearm proficiency, and reward professional excellence, the following Master Officer Recognition program for police officers is established. Officers desiring Master Officer Designation must have a minimum of two (2) years law enforcement experience on the Junction City Police Force. The officer must pass the entry level physical agility test in April or October, qualify as a Master Officer with their sidearm, shall not have any disciplinary actions approved by the City Manager on their record for the previous year and receive an overall rating of "Meet Standards" on their annual performance report.
- o. In April or October, new participating officers will be given the opportunity on a voluntary basis to challenge the physical agility test, weapons qualification and written exam. Those who receive a passing score on all three sections will receive a Master Officer designation.
- p. The physical agility test will consist of an obstacle course test encompassing a series of physical challenges an officer may encounter during a foot pursuit situation. The obstacle course test shall be 340 yards in length with five separate events / skills being tested along with the member's aerobic conditioning or endurance. The five events/ skills consist of a serpentine run, fence scale, running long jump, tackling dummy/simulated handcuff, and a dummy drag. Each member must successfully complete each event/skill and do so in a maximum time of two (2) minutes.
- q. Weapons qualification will consist of the following guidelines: To attain the classification of Master Officer, the Officer must attain a minimum score of 90 % of the 270 maximum points possible, a score between 243 and 270.
- r. Officers competing for Master Officer will challenge a departmental written examination consisting of multiple choice, true/false, and short answer questions concerning department policy, municipal ordinances, and state statutes and current leaders in state and municipal governments, and law enforcement. Passing score will be 90%. A passing score on the written test is valid as long as there is not a lapse in the Master Officer status of more than twelve months. Master Officer Designation will be for two (2) years.

All Officers recognized as Master Officer will be awarded the "Master Officer" recognition bar to be worn on the left breast pocket of the uniform.

## Appendix C

### Grievance Procedure Form

This form must be used when an employee wishes to file a grievance about complaints and concerns regarding matters affecting his/her employment that they consider unjust. This form is to be completed within a period of ten (10) calendar days after the date of action.

Name of grievor:

Date of occurrence giving rise to the grievance:

Statement of actual grievance including all relevant facts:

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The relief sought:

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Signature of grievor:

Date filed:

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Enclosures: Any supporting documentation, witness statements, etc.

## Attachment A

JUNCTION CITY POLICE DEPARTMENT GENERAL ORDER		Number M1207
SUBJECT: PROMOTION		
EFFECTIVE: 6-21-16 ISSUED: 6-21-16 REVIEW: Annual		
CANCELS:		
AMENDS: M1207 issued 12-21-15		Distribution A

### POLICY

The Department shall provide a fair and effective promotional process in order to identify and promote the most qualified personnel to positions of higher authority and responsibility.

### PROCEDURE

#### 1. Guidelines

- 1.1. The Department shall retain primary responsibility for the development of testing procedures used in determining the skills, knowledge, and abilities of candidates in the promotion process.
- 1.2. The Human Resources Director shall be responsible for administering the promotion process, and shall be responsible for the secure storage of all promotional materials.
  - 1.2.1. The Chief of Police shall retain responsibility for the direction of the process, and for making the final selection, subject to approval by the City Manager.
- 1.3. All procedures used in the promotional process shall be job related, nondiscriminatory, and in compliance with all legal, professional, administrative requirements and JCPOA contract.
- 1.4. When a sworn position is vacated, the Department will advertise the position internally and solicit letters of intent.
  - 1.4.1. Lateral entry is not permitted for sworn positions, with the exception of Captain and the appointed position of Chief of Police, which may be filled from outside the Department, at the discretion of the City Manager.
  - 1.4.2. In order for an Officer to be eligible to compete in the promotional process for advancement to the rank of Detective they shall have completed not less than two years of continuous service with the Department immediately prior to the examination process.
  - 1.4.3. In order for an Officer to be eligible to compete in the promotional process for advancement to the rank of Sergeant they shall have completed not less than three full years of law enforcement experience, minimum of two years continuous service with the Department immediately prior to the examination process.
  - 1.4.4. In order for a Sergeant to be eligible to compete in the promotional process for advancement to the rank of Lieutenant they shall have

completed not less than two full years of continuous service in the grade of Sergeant with the Department.

- 1.5. Civilian positions may be advertised externally as well as internally, and may be filled from outside the agency if in the best interests of the City and the Department.
- 1.6. Announcements of the promotional process shall be prominently posted a minimum of 30 days prior to the scheduled test date.
- 1.7. Candidate application for a vacant position must be made by the submittal of a letter/notice of intent to test by a certain, specified date.
- 1.8. The Department promotional process will consist of all of the following elements:
  - 1.8.1. Written Examination - Any of a variety of tests to measure skills, abilities, and knowledge of a candidate. The written score will account for 50% of the total score.
  - 1.8.2. Oral Assessment - An oral interview conducted of the candidate. The oral assessment will account for 50% of the total score.
  - 1.8.3. Seniority points – Applicants will receive 1/2 point for each full year of service up to *maximum of 2 ½ points*.

## 2. **Written Examinations**

- 2.1. Written examinations shall be administered by the Human Resources Director or their designee. Study Materials shall be provided to all candidates upon request prior to the administration of the examination.
- 2.2. The written examination will be one of the International City/County Management Association's commercial examinations or a similar standardized examination.
- 2.3. A bibliography of resource materials for the written examination shall be provided to all candidates no later than 60 days prior to the administration of the examination. All resource materials shall be readily available for candidate use.
- 2.4. Candidates must obtain a score of seventy percent (70%) or better to continue in the promotional process.
- 2.5. All candidates shall be informed of the results of their test prior to departing the test site.

## 3. **Oral Assessment**

- 3.1. The oral assessment shall be conducted by a board of five (5) interviewers. The board may consist of members from this Department of equal or greater grade to the position to be promoted or from persons outside the Department, at the direction of the Chief of Police.
- 3.2. The interview shall be structured, in that all candidates shall be asked the same questions, except that follow-up questions may be asked to clarify interviewee responses.
- 3.3. Each member of the interview board shall use a standardized form to document the results of each interview and it will make up 50 percent (50%) of the final score.
- 3.4. Candidates who appear before the oral interview boards will be dressed in the departmental dress uniform.

#### 4. **Standing List**

4.1 Testing for the positions of Lieutenant, Sergeant, and Detective will take place once every calendar year in January, February, and March respectively.

4.2 Officers who will meet the minimum standards for the position they wish to test for at any time during that calendar year will be eligible to compete in the testing process.

4.3 Seniority points will be awarded based on an Officer's seniority as of the day of the written test and will not be modified during the life of the standing list.

4.4 Once the testing process is completed a list will be formed ranking Officers in position from top to bottom. The top point gathering candidate will be awarded the position provided they meet the minimum requirements for the position at that time.

4.5 In the event the top point gathering candidate does not meet the minimum requirements for the position, the top point gathering candidate who does meet the minimum requirements will be awarded the position and the other candidate will remain at the top of the list until such time that either another position becomes available or the standing list expires.

#### 5. **Certification of the List**

5.1. After the overall scores have been compiled, a list shall be made with the names of the candidates listed and ranked in order of finish. The accuracy of the list shall be certified by the Human Resources Director.

5.2. ~~The candidate receiving the highest aggregate score pursuant to 1.8 shall be awarded the position for which they tested~~ The standing list will only be valid until the testing process is initiated the following calendar year.

#### 5. **Process Evaluation**

5.1. The promotional process shall be evaluated every three years by the Chief of Police in consultation with the Junction City Police Officers Association as prescribed in the Union contract. No changes can be made to the Promotion Policy except by written agreement by the Union and the City following meet and confer good faith negotiations. During the life of the Agreement, the Promotion Policy may be reopened for meet and confer good faith negotiations.

#### 6. **Candidate Review of the Promotional Process**

6.1. Employees shall have the right to examine and challenge any aspect of the promotional process through an administrative review and appeal process.

6.2. The review and appeal process may include:

6.2.1. review of the employee's written examination and the Department's answer key;

6.2.2. review of the written results of scored elements of the selections process;

6.2.3. contesting promotional potential reports used in the selection process decision, if any; and

6.2.4. retesting and/or reevaluation.

6.3. Employees may appeal adverse decisions concerning their eligibility for appointment to promotional vacancies. The appeal process shall also allow employees an opportunity to register any dissatisfaction with the results of specific components of the process.

- 6.4. Employees may exercise their rights when appealing an adverse decision, utilizing the grievance procedure.

7. **Probationary Period**

- 7.1. A six month probationary period is required of all sworn employees who are promoted.
- 7.2. A one year probationary period is required of all civilian employees who are promoted.
- 7.3. The employee's immediate supervisor, through the chain of command, will provide the Chief of Police with a three month and a six month evaluation. Adverse performance or lack of improvement on the part of an unsatisfactory employee during this probationary period may be cause for the employees return to his last held permanent rank, or an extension of the probationary period. This decision shall be at the discretion of the Chief of Police.

BY ORDER OF

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CHIEF OF POLICE

## Attachment B

JUNCTION CITY POLICE DEPARTMENT GENERAL ORDER		Number M1107
SUBJECT: INTERNAL AFFAIRS		
EFFECTIVE: 01-01-15    ISSUED: 01-01-15    REVIEW: Annual		
CANCELS:		
AMENDS:		Distribution  A

### POLICY

The Department must provide an internal system for the processing of complaints relative to Department operations, policies and procedures, and the conduct of police personnel. The character and the reputation of the Department rests on an adequate program of fair and impartial investigations. The purpose of this order is to establish an Internal Affairs Unit.

The Internal Affairs Unit (I.A. Unit) will conduct criminal or administrative investigations. Criminal investigations will involve alleged violations of the criminal laws by an employee. Administrative Investigations shall involve the investigation of complaints against an employee by citizens or fellow employees not amounting to a violation of the criminal laws where only an administrative penalty may be imposed. If at any time during an administrative investigation, information is obtained by the department that presents a reasonable belief that the matter is criminal in nature, the provisions of the Criminal Investigation Procedures set out below, shall be immediately adhered to.

### INTERNAL AFFAIRS UNIT

1. Authority - The Internal Affairs Unit shall be under the direct command of the Chief of Police and is acting for the Chief when conducting investigations.
2. Selection – The Internal Affairs Unit will be appointed at the discretion of the Chief of Police.
3. Duties - The Internal Affairs Unit will initiate, complete, and maintain records of all investigations relative to complaints against the Department or any of its members. All findings made during the course of the investigation will be recorded and forwarded to the Chief of Police for final disposition.
4. For purposes of this General Order, a complaint shall be defined as an act of expressed dissatisfaction which relates to Junction City Police Department operations, policies and procedures, or conduct of department personnel.
5. The Internal Affairs Unit shall be responsible for any other investigations as directed by the Chief of Police.
6. The primary objectives of Internal Affairs investigations are:
  - 6.1. PROTECTION OF THE PUBLIC. The public has a right to expect efficient, fair, and impartial law enforcement. Therefore, any misconduct by Department personnel must be detected, thoroughly and fairly investigated, and properly adjudicated to assure the maintenance of these qualities.

judged by the conduct of individual members. It is imperative that the entire organization not be subjected to public censure because of misconduct by one of its members.

- 6.3. PROTECTION OF THE EMPLOYEE. Employees must be protected against false allegations of misconduct. This can only be accomplished through a consistently thorough investigative process. When an employee is under Investigation by the Internal Affairs Unit, the Department shall not release the employee's name, home address, home telephone number, or photograph to the press without written consent of the employee.
- 6.4. CORRECTION OF PROCEDURAL PROBLEMS. The Department is constantly seeking to improve its efficiency and the efficiency of its personnel. Internal investigations occasionally disclose faulty policies and procedures that would otherwise have gone undetected. These procedures can then be improved or corrected.
7. The Internal Affairs Unit or the Chief of Police may refer investigations to the employee's supervisor for investigation.
8. The Internal Affairs Unit or anyone designated by the Chief of Police to conduct internal investigations shall have the authority to interview any member of the Department and to review any record or report of the Department relative to their assignment.
9. The Internal Affairs Unit will maintain a comprehensive central complaint file on complaints received, whether investigated by Internal Affairs or any other member of the Department.
10. The Internal Affairs Unit shall:
  - 10.1. Maintain liaison with the prosecutor's office in investigations involving alleged criminal conduct by Department members.
  - 10.2. Provide assistance to and close coordination with City/Department defense counsel on civil claims or suits against the Department and its personnel.
  - 10.3. Conduct on scene inspection and investigation of police involved shooting incidents and firearms discharges.
  - 10.4. Appear before legislative and judicial bodies in matters pertaining to the Department's disciplinary policies and procedures.

## **PROCEDURE**

11. Acceptance and Referral of Complaints – In order to insure that all investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each employee, the following rules of procedure are hereby established:
  - 11.1. All members of the Department are charged with the responsibility for courteously and willingly receiving any complaint that may be lodged against the Department or any employee.
  - 11.2. Complaints will be accepted from any source, whether made in person, by mail or by telephone. Anonymous complaints shall be evaluated to determine the extent to which they should be investigated.
  - 11.3. Complaints will be referred directly to the Internal Affairs Unit (telephone number 785-762-5912) during normal business hours, Monday - Friday.
  - 11.4. All complaints received during other than normal business hours will be referred to the involved member's supervisor (or on-duty supervisor in his absence), who will

document the complaint on the Junction City Police Department Complaint Form, and forward same to the Internal Affairs Unit.

- 11.5. Upon receipt of a complaint, the Internal Affairs Unit will notify if necessary the Chief of Police or his designated representative as soon as possible.

11.5.1. The following types of complaints will be forwarded to and handled by the Internal Affairs Unit which may conduct the investigation or refer it to its designated supervisor.

- a. Excessive force
- b. Discrimination
- c. False arrest/imprisonment
- d. Unlawful search/seizure
- e. Shooting policy/weapons
- f. Sexual harassment
- g. Drug or alcohol use or intoxication on duty
- h. Alleged perpetration of a criminal act
- i. Violations of civil rights
- j. Internal theft/dishonesty
- k. Misconduct, on or off-duty, which is prohibited by the City's Rules of Conduct
- l. Complaints of demeanor
- m. Neglect of duty
- n. Minor rules and regulations, or policy and procedure violations
- o. Any other investigation as directed by the Chief of Police

## 12. Complaints

- 12.1. Within 14 days receipt of a complaint by the Internal Affairs Unit which is governed by the administrative investigation procedures, the Internal Affairs Unit or its designated supervisor shall notify the officer that a complaint has been received.

- 12.2. When requested by the Chief of Police or his designated supervisor, employees shall submit a written report to Internal Affairs in regards to the allegation(s) within five working days. The report shall contain the following:

12.2.1. All pertinent information pertaining to the allegation.

12.2.2. A list of all officers and witnesses known.

12.2.3. Any other information that would be of assistance in the investigation.

- 12.3. A thorough, complete and impartial investigation will be conducted. This investigation will include the taking of formal, signed statements, gathering and preservation of physical evidence and any other information relevant to the investigation. All employee interviews shall be recorded.

## 13. Administrative Investigation Procedures

- 13.1 Employees who are interrogated in an administrative investigation shall be entitled to the presence of a Union Representative, upon their request (Weingarten Rights). The Department shall give no less than forty-eight (48) hours' notice of a scheduled interview or interrogation. A Union representative shall be considered as being on Union business and shall receive his regular pay if the interview occurs during his regular shift.

- 13.2 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and a suitable location, usually at the Police Department, unless the circumstances of the investigation dictate otherwise, all as determined by the department. If an employee is required to appear for an interview during his

non-duty hours, he shall receive overtime pay.

- 13.3 The employee shall be informed of the rank, name and command of the interrogator and the identity of all persons present during the interview. The interrogator shall not have been involved in the matter being investigated as a witness or participant. When an officer is directed to report for his/her interview their immediate supervisor shall be notified prior to that time, when feasible.
- 13.4 The employee shall be informed of the nature and the basic facts (date, time, place and type of incident) and the specific allegations known to the I.A. Unit at the time relating to the investigation before any interview commences. If it is known that the employee being interrogated is a witness only, the employee shall be so informed.
- 13.5 The interview shall be completed as soon as possible, not to exceed four (4) hours. Time will be provided for personal necessities, meals, telephone call and rest periods. The employee shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions.
- 13.6 The complete interview of the employee shall be recorded mechanically. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview will be noted on the record. The employee may also tape the interview, and the City will provide the equipment to do so.
- 13.7 The refusal by an employee to answer questions or give a statement during any non-criminal investigation, whether as a participant or a witness, may result in disciplinary action.
  - 13.7.1. Whenever an employee is not willing to answer questions concerning matters which may or may not result in a criminal prosecution against him, he shall be given the "Garrity" Warning. (See Attachment A)
- 13.8. When the investigation is completed, a copy of the investigative reports, including all statements, will be forwarded to the Chief of Police for review.
- 13.9. At the conclusion of the investigation, the Internal Affairs Unit will make one of the following findings:
  - 13.9.1. Unfounded - The investigation conclusively proved that the act complained of did not occur. This finding also applies when an individual employee named in the complaint was not involved in the act which may have occurred.
  - 13.9.2. Exonerated - The act which provided the basis for the complaint or allegation occurred; however, the investigation revealed that the act was justified, lawful and proper.
  - 13.9.3. Not Sustained - The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint or to conclusively disprove such allegation.
  - 13.9.4. Sustained - The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
  - 13.9.5. Sustained Against Policy - The investigation revealed a faulty policy and/or procedure.
- 13.10 All Internal Affairs investigations should be completed within 90 days after receipt of the complaint. The Internal Affairs Unit or its designated supervisor shall provide the Chief of Police with status reports at seven day intervals until the investigation is complete. If for any reason the investigation cannot be completed within allotted time, the Internal Affairs Unit or their designee shall request an extension from the

Chief of Police and notify the complainant of a new completion date.

- 13.11. The Chief of Police shall approve each final Internal Affairs investigation and may, at his discretion, make a new and separate finding as to appropriate Department action. The Chief of Police shall notify the employee and the Union of the results of the investigation and take any disciplinary action within 60 days of the final decision.
- 13.12 Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of employees after three (3) years.

#### 14. Criminal Investigation Procedures

- 14.1 If an employee is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the I.A. Unit and the employee shall be advised of his rights, pursuant to the appropriate legal procedure as dictated by the United States Supreme Court and the rights granted by the State of Kansas and the United States, including his right to legal counsel. If an employee chooses to invoke his protection under the appropriate legal procedure as dictated above, he will not be subject to charges or insubordination or failure to cooperate for that reason. Criminal investigations shall be completed before the commencement of any administrative investigations concerning the same matter.
- 14.2 The interrogation of any employee shall be at a reasonable hour, preferably when the employee is on duty, and at a suitable location, usually at the Police Department, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.
- 14.3 The employee shall be informed of the rank, name and command of the interrogator and the identity of all persons present during the interview. The interrogator shall not have been involved in the matter being investigated as a witness or participant.
- 14.4 The employee shall be informed of the nature of the specific allegations and the basic facts (date, time, place and type of incident) known to the I.A. Unit at the time relating to the investigation before any interview commences.
- 14.5 The interview shall be completed as soon as possible, not to exceed four (4) hours. Time will be provided for personal necessities, meals, telephone calls and rest periods. The employee shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions.
- 14.6 The complete interview of the employee shall be recorded mechanically. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview will be noted on the record. The employee may also tape the interview, and the City will provide the equipment to do so.
- 14.7 Internal Investigation Unit records shall not be used as a basis for the subsequent discipline of employees after three (3) years and one (1) month.

#### 15. False Complaints

- 15.1 All complaints against employees which are determined to be unfounded, or in which the employee's conduct is exonerated, shall be reviewed by the appropriate commander for recommendation for prosecution.

#### 16. Interrogation of Union Representatives

- 16.1 The Department will not question Union Representatives about conversations between those Representatives and the employees they represent when those conversations occur in the ordinary course of the Union Representatives' performance of their official duties on behalf of the Union and its membership.

- 16.2 Excepting a court order, or a request from the Union as necessary to represent an officer during disciplinary meetings, grievance meetings, or hearing before a hearing officer or arbitrator, or unless specifically authorized by the Chief of Police, no portion of an investigative Internal Affairs report shall be given to, or maintained by, anyone outside the Department.

## 17. Disposition of Investigation Results

- 17.1. Approved investigations shall be processed in the following manner:

### 17.1.1. Sustained Cases

- a. The involved employees shall be notified as to the completion of the case and of the findings.
- b. A letter indicating the finding and disposition will be sent to the complainant.
- c. All copies of the reports shall be retained by Internal Affairs.

### 17.1.2. Other than Sustained Cases

- a. The involved employees shall be notified as to the completion of the case and of the findings.
- b. A letter indicating the finding and disposition will be sent to the complainant.
- c. All copies of the reports shall be retained by Internal Affairs.

## 18. Internal Affairs' Files

- 18.1 In order to maintain the confidentiality of Internal Affairs' files, access to the files within the Department will be restricted. Only officers with a need to know the content of the files, based on some part in the Internal Affairs or the discipline process, will be allowed to examine those documents. Access shall be granted only by order of the Chief of Police.

- 18.2 The Internal Affairs Unit shall compile annual statistical summaries, based upon records of internal affairs investigations, and provide same to the Chief of Police and other Department personnel, as directed by the Chief of Police. This statistical summary may be made available upon request to agency employees and the public.

19. No changes can be made to the Internal Affairs policy except by written agreement by the Union and the City following meet and confer good faith negotiations. During the life of the Agreement, the Internal Affairs policy may be reopened for meet and confer good faith negotiations.

BY ORDER OF

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CHIEF OF POLICE

**INTERNAL AFFAIRS - ATTACHMENT A****"GARRITY" WARNING**

(To be used only when a member is being questioned about possible criminal matters and it has been officially determined that any self-incriminating statements that the member makes will not be used against him in a criminal prosecution.)

At this time I am going to question you about (state the general nature of the matter under investigation.) This questioning concerns administrative matters relating to the official business of the Police Department. I am not questioning you for the purpose of instituting a criminal prosecution against you. During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct, neither your self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal legal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a court of law, you are required to answer my questions fully and truthfully. As an administrative interview, this is not a detention. No physical or verbal attempt will be used to detain an interviewee who desires to leave at any time. If you refuse to answer my questions or fail to participate in this interview by leaving, this will be considered insubordination and you will be subject to disciplinary penalties.

**1.) Administrative Interview Notice**

I acknowledge that this is only an administrative interview.  
(Initials).\_\_\_\_\_

**2). Notice of Right to Representation**

You are entitled to have present during this interview a Union Representative.

I have chosen\_\_\_\_\_to  
represent me during this interview (Initials). \_\_\_\_\_  
I decline representation (Initials). \_\_\_\_\_

Do you understand what I have just explained to you?

Do you have any questions concerning what I have just explained to you?

I now order you to answer the following questions.

Employee's Printed Name: \_\_\_\_\_  
Employee Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Interviewer's Printed Name: \_\_\_\_\_  
Interviewer Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness's Printed Name: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

## Attachment C

JUNCTION CITY POLICE DEPARTMENT			Number
GENERAL ORDER			M1209
SUBJECT: DISCIPLINARY PROCEDURE			
EFFECTIVE: 01-01-15    ISSUED: 01-01-15    REVIEW: Annual			
CANCELS:			
AMENDS:			Distribution  A

### POLICY

The Department shall follow the City's disciplinary procedure as outlined in Section 13 of the Personnel Policies and Guidelines Manual, and the most current Agreement by and Between the City of Junction City, Kansas and the Junction City Police Officers Association. The disciplinary procedures of the Department are designed to enhance each employee's ability and desire to be an effective, efficient member of the Department and to ensure compliance with all Department directives, Rules and Regulations, City directives and established laws. Supervisory personnel shall exercise good judgment and discretion in taking or recommending disciplinary action, always taking into consideration what is best for the Department, the City of Junction City and the employee involved.

Each employee will be provided with a copy of the Department's Rules and Regulations, which specifies a code of conduct and appearance, to which all employees shall strictly adhere.

### PROCEDURE

#### 1. **Disciplinary Purpose**

- 1.1. Disciplinary action is designed to correct conduct or performance once it is shown that the employee knew, or should have known, that such conduct or performance failed to comply with Department directives.
- 1.2. Progressive corrective action is used for the purpose of bringing about change. The severity of such action shall increase when other, lesser corrective actions, have failed to bring about effective and lasting results.

#### 2. **Degree of Corrective Action**

- 2.1. All administrative corrective action shall be based on equity. Equity means that management reviews the employee's performance deficiency and considers the following circumstances to help determine the degree of corrective action:
  - 2.1.1. the seriousness of the deficiency or offense;
  - 2.1.2. management's expectation that the type and level of corrective action will facilitate or deter the conduct, work proficiencies or behaviors of others;
  - 2.1.3. the employee's overall conduct, work productivity, time between other violations (if other offenses have occurred) and behavior record;

- 2.1.4. management's expectation, based on the employee's overt behavior, that the type and level of corrective action will improve the employee's future performance; and
- 2.1.5. the employee's seniority.
- 2.1.6. the extent to which other officers have engaged in similar conduct and the discipline they have received.

### 3. **Responsibility**

- 3.1. It shall be the responsibility of all supervisory personnel to reasonably and impartially supervise and, when necessary, discipline or recommend disciplinary action for the personnel assigned to them.
  - 3.1.1. All supervisory personnel have the authority to counsel or reprimand, as warranted. Misconduct of a nature which could result in disciplinary action greater than reprimand shall be:
    - a. documented by the supervisor initiating the disciplinary action, utilizing the To-Thru format; and
    - b. forwarded through the chain-of-command, with supplementary documentation and supervisory recommendations attached, to the Chief of Police.
- 3.2. Final Departmental disciplinary authority and responsibility rests with the Chief of Police.

### 4. **Forms of Corrective Action**

- 4.1. Training (See section 14 of General Order M1301, "Training and Administration")
  - 4.1.1. Training, as a non-punitive component of the Department's disciplinary system, may be employed singularly or in conjunction with one or more of the other components of the disciplinary system. Training is particularly appropriate when an employee lacks the basic skills and ability to perform properly.
  - 4.1.2. Any supervisor may recommend training for a subordinate, as appropriate, to impact an identified deficiency in job performance which may be corrected by virtue of remedial training.
- 4.2. Counseling
  - 4.2.1. Counseling is the lowest level of formal discipline utilized by a supervisor to correct a minor employee deficiency as it relates to the employee's appearance, behavior, or job performance. It may be employed singly or in conjunction with one or more of the other components of the disciplinary system.
  - 4.2.2. Supervisory counseling shall be formally documented on the To-Thru Report. The employee counseled shall be provided with a copy of the Counseling Report. A copy of the Counseling Report shall also be forwarded to the Internal Affairs Officer.
  - 4.2.3. If deemed necessary, the supervisor may make written recommendation, to the Chief of Police through the chain-of-command, that professional counseling services outside the Department be made available to the employee.

#### 4.3. Written Reprimand

- 4.3.1. Written reprimands (for employee misconduct of a more serious nature) may be issued by an employee's immediate supervisor or a person of superior rank. All written reprimands shall be documented by the person administering the reprimand, utilizing the Department's To-Thru forms.
- 4.3.2. Written reprimands shall be forwarded through the chain-of-command for review and approval purposes.
- 4.3.3. Copies of the completed To-Thru form shall be distributed as follows: original to Human Resources; copies to involved employee; and one to Internal Affairs Officer attached to a completed Personnel Actions form.

#### 4.4. Suspension

- 4.4.1. Only the Chief of Police, a Division Captain, Investigations Lieutenant or Drug Operations Group Lieutenant may recommend suspension of an employee for just cause. Any supervisor initiating a disciplinary action may complete a To-Thru, recommending suspension in accordance with Section 13 of the City of Junction City, Personnel Policies and Guidelines Manual.
- 4.4.2. Copies of the completed To-Thru shall be distributed as provided in sub-section 4.3.3.

#### 4.5. Demotion and Dismissal

- 4.5.1. An employee may be demoted as a form of disciplinary action. The Chief of Police may recommend this type of disciplinary action, which requires the approval of the City Manager per Section 13 of the City of Junction City, Personnel Policies and Guidelines Manual.
  - a. If demoted, an employee will receive a reduction in pay to the appropriate pay grade based on his years of service.
- 4.5.2. An employee may be dismissed for just cause. Such action shall be taken only when other forms of disciplinary action or penalties are deemed inappropriate or have proven ineffective. If employee conduct results in dismissal, the following information shall be provided to the employee:
  - a. a statement citing the reason for dismissal;
  - b. the effective date of the dismissal;
  - c. whom to contact regarding the status of fringe and retirement benefits after dismissal.
- 4.5.3. At any time during the probationary period, an employee whose performance does not meet the required standard may be dismissed by a Department Head, with approval of the City Manager, by notifying the employee in writing.
- 4.5.4. Employees dismissed during the initial probation period for failure to meet performance standards shall not, in its self, be considered valid grounds for a grievance.
- 4.5.5. The aforementioned forms of disciplinary action shall be exercised by written

recommendation of the Chief of Police and approval by the City Manager. A supervisor may recommend the suspension or dismissal of an employee to the Chief of Police.

- 4.5.6. Copies of the completed letters and Personnel Action forms shall be distributed as provided in sub-section 4.3.3.

## **5. Disciplinary Probation**

- 5.1. The Chief of Police may place an employee on disciplinary probation for a period not to exceed six months. During this probationary period, the employee may be required to demonstrate his/her fitness for the position (s)he holds by actual performance of the duties and/or attainment of any specific goals which may be established by the Chief of Police or Supervisor for the disciplinary probation time period. The City Manager must approve this action.

- 5.1.1. A written statement of the reasons for an employee's placement on disciplinary probation shall be furnished to the employee and the Union, with a copy being filed in the employee's personnel file.

- 5.1.2. There may be other circumstances arising during the disciplinary probationary period, which may result in additional discipline, which shall be issued in compliance with the Agreement and subject to its grievance procedure

- 5.1.3 Being placed on administrative probation is a grievable event and may be grieved to the level associated with the disciplinary action taken.

## **6. Emergency Administrative Leave**

- 6.1. Any ranking officer (Captain, Lieutenant, Sergeant) or civilian supervisor with permission of the Chief of Police or his designee may impose an emergency administrative leave (with pay) not to exceed 30 days, and relieve a subordinate of duty when:

- 6.1.1. there is evidence that the officer is a danger to himself or others; and/or

- 6.1.2. the officer engaged in behavior referenced in the City's Rules of Conduct.

## **7. Appeal Procedures**

- 7.1. Pursuant to Section 12, City of Junction City Personnel Policies and Guidelines Manual, and the most current Agreement by and Between the City Of Junction City, Kansas and the Junction City Police Officers Association, any employee, except a newly hired probationary employee, shall have the right to appeal any disciplinary action taken except reprimands.

## **8. Maintenance of Records**

- 8.1. Counseling Reports shall be maintained in the employee's Departmental personnel file. Such reports shall be purged, after one (1) year if the subject employee has not been involved in other disciplinary actions during the year.
- 8.2. Original disciplinary records of employees concerning written reprimand, suspensions, demotion or dismissal, shall be forwarded to Human Resources for inclusion in the subject employee's personnel record permanently or for a period specified in the disciplinary action.

9. **Procedures for Rewarding Employees**

- 9.1. It is extremely important that supervisory personnel recognize exceptional employee performance. Such performance shall be documented and forwarded, through the chain-of-command, to the Chief of Police.
- 9.2. The following recommendations for rewarding exceptional performance may be proffered by supervisory personnel, as appropriate:
  - 9.2.1. letter of commendation from the Chief of Police, to be placed in the employee's personnel file;
  - 9.2.3. recommendation that the employee be considered for specialized training which 1) the employee is interested in, and 2) is in the best interests of the Department.
- 9.3. Any departmental employee may complete a To-Thru request form and submit it to the Chief of Police for exceptional performance by an employee.

BY ORDER OF

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CHIEF OF POLICE

## Attachment D

<b>JUNCTION CITY POLICE DEPARTMENT</b> <b>GENERAL ORDER</b>		Number
		<b>M1213</b>
SUBJECT: <b>LIGHT DUTY</b>		
EFFECTIVE: 12-21-15 ISSUED: 12-21-15 REVIEW: Annual		
CANCELS:		
AMENDS:		Distribution
		A

### POLICY

It is the policy of the Department to establish guidelines for temporary limited restricted (light) duty assignments and to outline the process and administration of this light duty program. This policy shall apply to all Police Department employees. Light duty is a temporary job assignment for an employee who cannot perform regular duties. Light duty assignments are available, on a limited basis, to employees with medical disabilities as a result of job-related injuries or illnesses or non-job-related injuries or illnesses. The availability of light duty assignments is exclusively determined by the Chief of Police and is not intended to constitute a long-term or permanent assignment. Employee participation in the Light Duty program will be re-evaluated every 30 days by the Chief of Police and Human Resources.

### PROCEDURE

#### 1. **Light Duty Assignments – Occupational Disabilities (job-related)**

- 1.1. Any employee being treated for a job-related injury shall explain the full scope of his/her duties to the physician and request a release to light duty when it is reasonable.
- 1.2. Any employee being treated for a job-related injury shall notify his/her supervisor immediately when he/she is released for light duty during the course of treatment. Light duty assignments shall follow the treating physician's guidelines, in conjunction with State, City and department personnel regulations and workers' compensation laws.
- 1.3. Any employee reporting for light duty shall provide a release to light duty from the treating physician to the Chief of Police before light duty can be assigned.
- 1.4. Any employee wishing to participate in the light duty program shall sign an Employee Light Duty Agreement (Attachment A) document agreeing to terms of the light duty program.
- 1.5. The Chief of Police shall then provide Human Resources with such documentation. The employee's shift and light duty assignment will be determined by the Chief of Police.

#### 2. **Light Duty Assignments - Non-Occupational Disabilities (non-job-related)**

Individuals unable to work due to a non-job-related injury or illness that is expected to exceed 14 calendar days may utilize the following procedure.

- 2.1. The employee shall submit a written request to work light duty to the Chief of Police. Included with the request shall be a medical release from the treating physician complete with sufficient information for a light duty assignment to be made. This shall include the projected length of disability, work restrictions, physical limitation, and a brief description of the injury or illness.
- 2.2. A determination to make the light duty of assignment shall be based upon:
  - 2.2.1. The type of job available.
  - 2.2.2. The medical condition of the employee.
  - 2.2.3. The benefit to the department and citizens of Junction City.
- 2.3. The employee shall be informed of the decision to grant light duty at the earliest available time.
- 2.4. Any employee wishing to participate in the light duty program shall sign an Employee Light Duty Agreement (see Attachment A) document agreeing to the terms of the light duty program.
- 2.5. It shall be the employee's responsibility to provide medical updates from their physician to the Chief of Police as the updates become available.
- 2.6. The employee's shift and light duty assignment will be determined by the Chief of Police.

### 3. **Procedure for Personnel Assigned to Light Duty**

- 3.1. Personnel assigned to light duty shall report to the Police Station based on their duties as assigned by the Chief of Police ~~Employee~~ after signing an Employee Light Duty Agreement.
- 3.2. Personnel assigned to light duty shall wear the uniform designated by the Chief of Police or his designee.
- 3.3. Personnel will be under the direct supervision of the Supervisor in the Division or Section the light duty designee was assigned to by the Chief of Police.
- 3.4. Vacation and other regularly scheduled time may be granted per normal procedures. Any vacation or time off already approved or scheduled for the period of time that the employee is expected to be on light duty shall be reported to the Chief of Police or his designee when the employee first reports for light duty.
- 3.5. Employees assigned to light duty due to job-related injury or illness shall be allowed to attend medical appointments, physical therapy sessions, and other pertinent engagements and will be considered hours worked for the employee. Employees assigned to light duty due to non-job-related injury or illness will have appropriate leave charged (Sick Leave, Personal Leave, or Vacation Leave) when they attend such medical appointments, physical therapy sessions or other pertinent engagements.

BY ORDER OF

Tim Brown

CHIEF OF POLICE

## ATTACHMENT A

## Employee Light Duty Agreement

I, \_\_\_\_\_ agree to participate in the Junction City Police Department's Light Duty program, beginning the date of \_\_\_\_\_. I understand that this is a voluntary program and agree to all the terms prescribed in the Light Duty Policy. I agree to remain on a shift or assignment designated by the Chief of Police and will perform duties assigned to me by the designated Supervisor who's Division or Section I am assigned to that does not conflict with any physician's restrictions regarding my injury. I also agree that I will remain in the Light Duty program until my release to full duty and that if I wish to utilize any other leave while participating in this program, the appropriate leave will be charged. I agree that I will provide medical updates from my physician to the Chief of Police in a timely manner. I have read the Light Duty Policy and agree to all terms.

_____	_____
Employee	Date

_____	_____
Tim Brown, Chief of Police	Date

_____	_____
Human Resources Director	Date

**Backup material for agenda item:**

- h. Consideration to Award Crack Sealing Materials Bid to McConnell & Associates, Corp. in the amount of \$18,800.00.

# City of Junction City City Commission Agenda Memo

June 14, 2016

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject:** Award of Bid – Joint Crack Sealing Materials

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**Objective:** Award of Bid for the Purchase of Joint Crack Sealing Materials, to McConnell & Associates, Corp.

**Explanation of Issue:** The Public Works Department bids various items in which sealed competitive bids are annually obtained for materials, supplies, and services within the Streets Department.

Public Works advertised for bids within The Daily Union, the City's website and directed solicited for the purchase of 50,000 pounds of joint crack sealing materials. A formal bid opening was held on May 19, 2016, and 3 bids were received for the joint crack sealing materials with the low bid being received by McConnell & Associates, Corp. in the amount of \$18,800.00.

Vendor/Bidder	Bid Amount
McConnell & Associates, Corp.	\$18,800
Maxwell	\$21,000
Paving Maintenance Supply, Inc.	\$21,450

All three bidders meet the City's specifications for crack sealing material and the funds are available within the Street Funds. The total amount equates to \$0.376 per lbs. delivered, where the City typically has used approximately 50,000 lbs. annually.

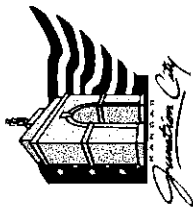
The 2015 cost for 50,000 lbs. of crack sealing material was \$24,650.00 or \$0.493 per lbs.

**Budget Impact:** Funds are available within the Streets Fund for these annual joint crack sealing materials purchases.

**Alternatives:** The City Commission may approve, modify, table or deny the award of bid purchase.

**Recommendation:** Staff recommends approval of the award of bid, as presented.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of bid for purchase of the City's annual joint crack sealing materials from McConnell & Associates, Corp. for an amount not to exceed \$18,800.00, as presented.



Public Works Department

**Closing Time: 2:00pm**

## Crack Sealing Material

[illegible]

**ADVERTISEMENT FOR BIDS  
CRACK SEALING MATERIAL  
City of Junction City, Kansas**

The City of Junction City, Kansas will receive bids, from qualifying suppliers, through the City Clerk, by 2:00 p.m. (Local Time) May 19, 2016 at City Hall, 700 N. Jefferson St, Junction City, KS 66441.

The Request for Bids is for the supply and delivery of Crack Sealing Material as outlined within the contract documents and any addenda thereto. Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside **"Crack Sealing Material"**.

The City reserves the right to reject any or all bids, and to waive any informalities in the bidding. Bid packages are available at the office of the City Clerk or the City website at [www.jcks.com](http://www.jcks.com). Questions regarding the bids should be directed to Ray Ibarra, Public Works Director at (785) 238-7142 or via email at [ray.ibarra@jcks.com](mailto:ray.ibarra@jcks.com).

## NOTICE OF BIDDERS

Sealed bids will be received by the City of Junction City, Kansas at the office of the City Clerk until 2:00 PM on the 19<sup>th</sup> day of May 2016.

### **BID ON CRACK SEALING MATERIAL**

All bids duly received will be opened publicly and read aloud.

The successful bidder of Crack Sealing Material will be responsible for the delivery of crack sealing material. The bidder agrees if their proposal is accepted, to guarantee the design, material and workmanship of the crack sealing material according to the standard factory warranty, a copy of which must be furnished with the bid and shall furnish a properly executed service and warranty policy with the units.

All bids must be submitted on the standard PROPOSAL FORM and shall be completed in ink or typewritten. The complete set of bid documents including the specification section must be returned in the provided bid document envelope. If for some reason it is not possible to return the enclosed envelope, the bid is to be returned in an envelope which states the following:

**CITY CLERK  
CITY OF JUNCTION CITY  
JUNCTION CITY, KANSAS 66441**

In the lower right corner this wording is to be written:

**VENDOR:** \_\_\_\_\_

In the lower left corner this wording is to be written:

**SEALED PROPOSAL FOR:** \_\_\_\_\_  
**BID OPENING DATE:** \_\_\_\_\_

Failure to do so will result in a disqualification of the bid.

Bids must be executed in the name of the bidder and signed by an authorized representative. All names must be typed or printed below the signature.

The bid shall contain an acknowledgment of receipt of all addenda, the number of which shall be filled in on the form. Return all specifications sheets with bid.

The City of Junction City, Kansas reserves the right to reject any and all bids and waive any informalities or technicalities.

City of Junction City  
City Clerk

**DO NOT DETACH – RETURN ALL PAPERS**

**PROPOSAL  
FOR  
CRACK SEALING MATERIAL**

Sealed bids will be received by the City of Junction City, 7<sup>th</sup> and Jefferson Streets, Junction City, Kansas 66441 until 2:00 PM in the City Clerk's office on the 19<sup>th</sup> day of May 2016, at which time all bids will be publicly opened and read.

NAME OF BIDDER:

McConnell & Associates Corp

ADDRESS OF BIDDER:

1912 W. Harry Ct.

Wichita, Ks

ZIP: 67213

TELEPHONE NUMBER:

316-264-1180

## MASTER PROPOSAL FORM

The undersigned bidder, having examined the bid requirements, bid form specifications, other documents and all bid addenda, thereto states they fully understand the character of the required units. In addition, bidder understands that as a governmental unit, the City of Junction City is exempt from payment of all Federal and State taxes applying on the material bid and the prices in this proposal form do not include this amount.

The undersigned hereby proposes to furnish the specified material in strict accordance with the specifications attached hereto, complete and ready for operation including delivery to the City of Junction City, Kansas for the lump sum price as follows. The City reserves the right to purchase all, more or part of the crack sealing material as proposed.

### MUST BE RETURNED WITH BID PACKET

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Crack Sealing Material ASTM D6690	50,000 lbs	\$ <u>.376</u>	\$ <u>18,800</u>

Total net bid \$ 18,800.00

Eighteen Thousand Eight Hundred DOLLARS  
(IN WORDS)

Company Name: Mc Connell + Associates Corp

Authorized Representative: Dale Roberson Branch Manager

Telephone Number: 316-264-1180

Delivery Date: 7-10 days ARPO

The undersigned acknowledges receipt of the following addenda:

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In submitting this bid, it is understood that the right is reserved by the City Commission to reject any or all bids, to make the award to other than the low bidder, to waive

irregularities and/or informalities, and in general to make the award in any manner deemed by the City Commission its sole discretion, to be in the best interest of the City.

THE UNDERSIGNED, by execution of this bid, certifies that they are the Dale Robeson - Branch Manager (Title) of the firm named as bidder in the bid, that they sign on behalf of the firm and that they are authorized to execute the same on behalf of said firm.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME: Mc Connell & Associates Corp.

ADDRESS: 1912 W. Harry Ct.

CITY: Wichita STATE: Kansas ZIP: 67213

BID SUBMITTED BY:

Dale Robeson Branch Manager  
(Signature) (Title)

Dale Robeson  
(Printed)

TELEPHONE NUMBER: 316-264-1180 DATE: 5-17-16

APPROVED BY THE CITY COMMISSION: \_\_\_\_\_  
(Date)

**SHIPMENT:**

Bids must be priced free on board to the designated delivery point shown in this proposal, all freight and cartage charges must be prepaid.

**DELIVERY:**

The delivery point for the material in this proposal shall be the City of Junction City, Public Works Department, 2324 North Jackson, Junction City, Kansas, during normal business hours (7:30 AM-4:00 PM, M-F).

**SPECIFICATIONS:**

Complete specifications and/or brochures and catalogs describing the material bid upon, shall be attached to the bidders proposal.

**ACCEPTANCE OF MATERIAL:**

Payment for crack sealing material will be made after inspection of the crack sealing material by the City as to satisfactory compliance with the specifications and condition upon delivery. The signing of a delivery slip by an employee of the City signifies receipt of the material and not acceptance thereof.

**COMPLIANCE WITH STATE AND FEDERAL REGULATION:**

At the time of delivery to the City of Junction City, the crack sealing material furnished here under shall comply with all state and federal health, safety, noise and emission standards applicable to this type of material.

**GENERAL:**

The design and construction of all components not specifically mentioned herein, but which are necessary in order to furnish a complete unit, are left to the discretion of the material manufacturer and shall conform to be best practices followed in the design and manufacture of comparable material.

**CITY OF JUNCTION CITY  
PUBLIC WORKS DEPARTMENT**

**CRACK SEALING MATERIAL**

Sealed proposals are desired from reputable builders of crack sealing material in strict accordance with the following specifications.

**LIABILITY OF BIDDER:**

Each bidder shall furnish satisfactory evidence of their ability to manufacture the material as herein specified, and state the location of their factory where the material is to be manufactured.

**WARRANTY:**

The following warranty to be furnished with each bidder's proposal and written on company letterhead paper:

We warrant all crack sealing material manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to making good at our factory and part, or units there of which shall be returned to us with transportation charges prepaid and which on examination shall disclose to our satisfaction to have been thus defective, provided that such part, or units shall be returned to us not later than one year after delivery of such materials to be original purchaser. This warranty is expressly in lieu of all other obligations or liabilities on our part and we assume or authorize any other person to assume for us any other liability in connection with the sale of our material.

This warranty shall not apply to any crack sealing material which shall have been repaired or altered outside of our factory in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident not made by us which shall have been used at exceeding the factory rated load beyond the factory rated load capacity.

**RESPONSIBILITY FOR DESIGN:**

Each bid shall be accompanied by a detailed description of the crack sealing materials which has been proposed and to which the material furnished under the contract must conform. It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete crack sealing materials and hereinafter specified. If the bidder substitutes items not in accordance with these specifications, same must be specifically set forth on a separate sheet in the bid properly describing the variations.

**QUALITY AND WORKMANSHIP:**

The crack sealing material shall be of a modern type, carefully designed to suit requirements. All material, workmanship and finish entering into the construction of the materials shall conform to the purpose for which it is intended.

LIABILITY:

This bidder, if this bid is accepted, shall defend any and all suit and assume all liability for the use of any patented process, device or article forming a part of the materials or any appliance furnished under the contract.

ORDERING REQUIREMENT:

Bidder shall order a new current production of crack sealing materials. This order is to be placed with the factory within 5 working days of notification of award of bid. At the time of order, bidder shall send a letter to the City Clerk notifying them that the order has been made. This letter must be received by the City within 10 working days from the date of notification of award of bid. If bidder fails to abide by this provision the City may award the contract to the next lowest bidder.

NOTE:

For any questions regarding the specifications or bid forms, please contact Ray Ibarra, Public Works Director, (785)-238-7142 or email [ray.ibarra@jcks.com](mailto:ray.ibarra@jcks.com) Monday through Friday 8:30 AM until 4:00 PM, up until 5 days before the actual bid.

## SPECIFICATIONS CRACK SEALING MATERIAL

Bidder SHALL COMPLETE EVERY SPACE in Section 2 (Bidder's Proposal) column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. Failure to do so may result in bid rejection.

These specifications outline the minimum requirements for the furnishing and delivery of CRACK SEALING MATERIAL. The material shall be delivered to the City of Junction City Public Works Facility. It is to be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard information as advertised, whether or not specifically mentioned in these specifications, in addition to all other information and attachments specified herein.

### SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIALS

ITEM	DESCRIPTION	BIDDER'S PROPOSAL
CRACK SEALING MATERIAL	Will be a hot-applied asphalt based product which is used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate climates. Shall be supplied in solid form when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. Shall be used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applications. Application temperature is a free flowing, self-leveling product.	
SPECIFICATION CONFORMANCE	Crack sealing material shall meet all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173) and Federal Specification SS-S-164. Specifications are:	
<b>Test</b>	<b><u>ASTM D6690, AASHTO M324</u></b>	
	<b><u>Type I Spec. Limits</u></b>	
Cone Penetration	90 max.	
Flow	5 mm max.	
Softening Point	176 degrees F (80 degrees C)	
Bond, 0 degrees F (-18 degrees C), 50% ext.	Pass 5 cycles	
Asphalt Compatibility	Pass	
Minimum Application Temperature	380 degrees F (193 C) degrees	
Maximum Heating Temperature	400 degrees F (204 degrees C)	

## SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIAL

ITEM	DESCRIPTION	BIDDER'S PROPOSAL
INSTALLATION	Crack Sealing Material unit weight shall be at least 10.7 lbs. per gallon (1.28 kg/L0 at 60 degrees F (15.5 degrees C)	
PACKAGING AND SHIPPING	Crack Sealing Material shall be shipped in meltable packaging that is extremely strong and durable yet quick melting wrap that contains and protects the sealant material and allows the customer to place the sealant package directly into the melter.	
	Delivery shall be 3 to 4 weeks after purchase order is issued.	
WARRANTY	Crack Sealing Material shall be warrantied to meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	



## Product Data Sheet

**# 1190**

No. JTS-002

Revision: 002

### DESCRIPTION

# 1190 HOT APPLIED SEALANT is formulated with selected asphaltic resins, synthetic polymeric rubber, plasticizers, stabilizers, and a blend of organic reinforcing fillers.

This economical material is a hot applied, one part sealant that provides excellent results under extremely varying conditions. # 1190 is the perfect joint and crack sealant for many applications.

- Superior bonding characteristics
- High resiliency and weather resistance
- Excellent results throughout freeze and thaw cycles

### SPECIFICATIONS

- ASTM D 6690, Type I
- ASTM D 1190
- AASHTO M 324, Type I
- AASHTO M 173
- FAA P - 605
- FED SPEC SS-S-164

### TYPICAL PROPERTIES

Penetration (150gr/5 sec.)	90 Max.
Flow	5 mm Max.
Softening Point	176 °F
Bond 0 °F/50% Ext.	Passes 5 cycles
Asphalt Compatibility	Pass
Minimum Application Temperature	380 °F
Maximum Heating Temperature	400 °F

### USE AND APPLICATIONS

# 1190 is recommended for sealing of joints and cracks in concrete and asphaltic pavements and parking lots. It is designed for use in sealing expansion and contraction joints as well as random cracks.

• Roadways • Parking Lot • Airport Runways

### FEATURES AND BENEFITS

- Economical quality joint and crack sealing compound for concrete and asphaltic pavements.
- Effective preventative maintenance treatment.
- Actually prolongs the pavement service life.
- Seals cracks and joints from water penetration.

### EQUIPMENT

Use an agitated oil-jacketed unit that has separate temperature gauges for both the sealant and the heat transfer fluid. Take the 30 lb. plastic bag of sealant and load into the kettle one at a time. Melt only enough material for the day's activities. Once melted, additional material can be added as needed. Material can be safely reheated within the sealants service life.

**NOTE:** Prolonged heating of the sealant above the maximum safe heating temperature may cause it to gel in the kettle.

### JOINT PREPARATIONS

To facilitate proper adhesion, the joint or crack should be dry and clear of any dirt, dust or other contaminants. Substrate and ambient temperatures must be 40 °F or above. Proper sizing of the joint will cause the maximum extension/compression to not exceed 50% of the width. Joints or random cracks of 1/4" or less are difficult to properly clean prior to applying the sealant.

### SERVICE LIFE

The service life (pot-life) at application temperatures is approximately 12 hours. Adding fresh material to the melter as sealant is being used will extend the service life. Material that has been overheated can thicken and gel in the melter. Any material that has exceeded the service life should be removed from the melter and discarded.

### COVERAGE

Width	Depth	Pounds/100 lineal feet
3/8"	3/8"	6.9
3/8"	1/2"	9.3
1/2"	1/2"	12.3
1/2"	1"	24.7
3/4"	1/2"	18.6
3/4"	3/4"	27.8

### PACKAGING

60# CARTON (2 SPLIT 30# CUBES)  
36 CARTONS PER PALLET

Right / Pointe Company • 234 Harvestore Dr. • Dekalb, IL 60115 • 888.755.5700 • office: 815.754.5700 • fax: 815.754.5702  
www.rightpointe.com



#### LIMITED WARRANTY

This is to warrant that the product # 1190 as manufactured and sold by RIGHT POINTE COMPANY is a single component hot applied joint sealant meeting the current requirements of ASTM D6690 Type 1.

#### DISCLAIMER

The information contained herein is included for illustrative purposes only and, to the best of our knowledge, is accurate and reliable. Right/Pointe Company cannot however under any circumstance make any guarantee of results or assume any obligation or liability in connection with the use of this information. As Right/Pointe Company has no control over the use to which others may put its products, it is recommended that the products be tested to determine if suitable for a specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, onsite storage, application and proper installation of each product. Specifier and user shall determine suitability of products for specific application and assume all responsibilities in connection there with. Under no circumstances will Right/Pointe Company's liability extend beyond the cost of the material supplied.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

3/30/15

Philippe Gauthier, Technical Director  
Right Pointe Company

234 Harvestore Drive, P.O. Box 467, DeKalb, Illinois 60115

815-754-5700

1-888-755-5700

[www.RightPointe.com](http://www.RightPointe.com)

815-754-5702 Fax

## NOTICE OF BIDDERS

Sealed bids will be received by the City of Junction City, Kansas at the office of the City Clerk until 2:00 PM on the 19<sup>th</sup> day of May 2016.

### BID ON CRACK SEALING MATERIAL

All bids duly received will be opened publicly and read aloud.

The successful bidder of Crack Sealing Material will be responsible for the delivery of crack sealing material. The bidder agrees if their proposal is accepted, to guarantee the design, material and workmanship of the crack sealing material according to the standard factory warranty, a copy of which must be furnished with the bid and shall furnish a properly executed service and warranty policy with the units.

All bids must be submitted on the standard PROPOSAL FORM and shall be completed in ink or typewritten. The complete set of bid documents including the specification section must be returned in the provided bid document envelope. If for some reason it is not possible to return the enclosed envelope, the bid is to be returned in an envelope which states the following:

**CITY CLERK  
CITY OF JUNCTION CITY  
JUNCTION CITY, KANSAS 66441**

In the lower right corner this wording is to be written:

**VENDOR:** \_\_\_\_\_

In the lower left corner this wording is to be written:

**SEALED PROPOSAL FOR:** \_\_\_\_\_  
**BID OPENING DATE:** \_\_\_\_\_

Failure to do so will result in a disqualification of the bid.

Bids must be executed in the name of the bidder and signed by an authorized representative. All names must be typed or printed below the signature.

The bid shall contain an acknowledgment of receipt of all addenda, the number of which shall be filled in on the form. Return all specifications sheets with bid.

The City of Junction City, Kansas reserves the right to reject any and all bids and waive any informalities or technicalities.

City of Junction City  
City Clerk

**DO NOT DETACH – RETURN ALL PAPERS****PROPOSAL  
FOR  
CRACK SEALING MATERIAL**

Sealed bids will be received by the City of Junction City, 7<sup>th</sup> and Jefferson Streets, Junction City, Kansas 66441 until 2:00 PM in the City Clerk's office on the 19<sup>th</sup> day of May 2016, at which time all bids will be publicly opened and read.

NAME OF BIDDER:

Maxwell Products, Inc.

ADDRESS OF BIDDER:

650 South Delong Street  
Salt Lake City, Utah ZIP: 84104TELEPHONE NUMBER: (801) 972-2090

### MASTER PROPOSAL FORM

The undersigned bidder, having examined the bid requirements, bid form specifications, other documents and all bid addenda, thereto states they fully understand the character of the required units. In addition, bidder understands that as a governmental unit, the City of Junction City is exempt from payment of all Federal and State taxes applying on the material bid and the prices in this proposal form do not include this amount.

The undersigned hereby proposes to furnish the specified material in strict accordance with the specifications attached hereto, complete and ready for operation including delivery to the City of Junction City, Kansas for the lump sum price as follows. The City reserves the right to purchase all, more or part of the crack sealing material as proposed.

#### MUST BE RETURNED WITH BID PACKET

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Crack Sealing Material ASTM D6690	50,000 lbs	\$ <u>0.42<sup>00</sup></u>	\$ <u>21,000.<sup>00</sup></u>

Total net bid \$ 21,000.<sup>00</sup>

Twenty-one thousand / <sup>10</sup> / <sub>100</sub> DOLLARS  
(IN WORDS)

Company Name: Maxwell Products, Inc.

Authorized Representative: Dustin J. Brown

Telephone Number: (801) 972-2090 x123

Delivery Date: As stated in specifications, delivery shall be 3 to 4 weeks after purchase order is issued.

The undersigned acknowledges receipt of the following addenda:

none

In submitting this bid, it is understood that the right is reserved by the City Commission to reject any or all bids, to make the award to other than the low bidder, to waive

irregularities and/or informalities, and in general to make the award in any manner deemed by the City Commission its sole discretion, to be in the best interest of the City.

THE UNDERSIGNED, by execution of this bid, certifies that they are the bid administrator (Title) of the firm named as bidder in the bid, that they sign on behalf of the firm and that they are authorized to execute the same on behalf of said firm.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME: Maxwell Products, Inc.

ADDRESS: 650 South Delong Street

CITY: Salt Lake City STATE: UT ZIP: 84104

BID SUBMITTED BY:

Dustin J. Brown Bid Administrator  
(Signature) (Title)

Dustin J. Brown  
(Printed)

TELEPHONE NUMBER: (801) 972-2090 DATE: May 17, 2016

APPROVED BY THE CITY COMMISSION: \_\_\_\_\_  
(Date)

**SHIPMENT:**

Bids must be priced free on board to the designated delivery point shown in this proposal, all freight and cartage charges must be prepaid.

**DELIVERY:**

The delivery point for the material in this proposal shall be the City of Junction City, Public Works Department, 2324 North Jackson, Junction City, Kansas, during normal business hours (7:30 AM-4:00 PM, M-F).

**SPECIFICATIONS:**

Complete specifications and/or brochures and catalogs describing the material bid upon, shall be attached to the bidders proposal.

**ACCEPTANCE OF MATERIAL:**

Payment for crack sealing material will be made after inspection of the crack sealing material by the City as to satisfactory compliance with the specifications and condition upon delivery. The signing of a delivery slip by an employee of the City signifies receipt of the material and not acceptance thereof.

**COMPLIANCE WITH STATE AND FEDERAL REGULATION:**

At the time of delivery to the City of Junction City, the crack sealing material furnished here under shall comply with all state and federal health, safety, noise and emission standards applicable to this type of material.

**GENERAL:**

The design and construction of all components not specifically mentioned herein, but which are necessary in order to furnish a complete unit, are left to the discretion of the material manufacturer and shall conform to be best practices followed in the design and manufacture of comparable material.

**CITY OF JUNCTION CITY  
PUBLIC WORKS DEPARTMENT**

**CRACK SEALING MATERIAL**

Sealed proposals are desired from reputable builders of crack sealing material in strict accordance with the following specifications.

LIABILITY OF BIDDER:

Each bidder shall furnish satisfactory evidence of their ability to manufacture the material as herein specified, and state the location of their factory where the material is to be manufactured.

WARRANTY:

The following warranty to be furnished with each bidder's proposal and written on company letterhead paper:

We warrant all crack sealing material manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to making good at our factory and part, or units there of which shall be returned to us with transportation charges prepaid and which on examination shall disclose to our satisfaction to have been thus defective, provided that such part, or units shall be returned to us not later than one year after delivery of such materials to be original purchaser. This warranty is expressly in lieu of all other obligations or liabilities on our part and we assume or authorize any other person to assume for us any other liability in connection with the sale of our material.

This warranty shall not apply to any crack sealing material which shall have been repaired or altered outside of our factory in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident not made by us which shall have been used at exceeding the factory rated load beyond the factory rated load capacity.

RESPONSIBILITY FOR DESIGN:

Each bid shall be accompanied by a detailed description of the crack sealing materials which has been proposed and to which the material furnished under the contract must conform. It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete crack sealing materials and hereinafter specified. If the bidder substitutes items not in accordance with these specifications, same must be specifically set forth on a separate sheet in the bid properly describing the variations.

QUALITY AND WORKMANSHIP:

The crack sealing material shall be of a modern type, carefully designed to suit requirements. All material, workmanship and finish entering into the construction of the materials shall conform to the purpose for which it is intended.

LIABILITY:

This bidder, if this bid is accepted, shall defend any and all suit and assume all liability for the use of any patented process, device or article forming a part of the materials or any appliance furnished under the contract.

ORDERING REQUIREMENT:

Bidder shall order a new current production of crack sealing materials. This order is to be placed with the factory within 5 working days of notification of award of bid. At the time of order, bidder shall send a letter to the City Clerk notifying them that the order has been made. This letter must be received by the City within 10 working days from the date of notification of award of bid. If bidder fails to abide by this provision the City may award the contract to the next lowest bidder.

NOTE:

For any questions regarding the specifications or bid forms, please contact Ray Ibarra, Public Works Director, (785)-238-7142 or email [ray.ibarra@jcks.com](mailto:ray.ibarra@jcks.com) Monday through Friday 8:30 AM until 4:00 PM, up until 5 days before the actual bid.

## SPECIFICATIONS CRACK SEALING MATERIAL

Bidder **SHALL COMPLETE EVERY SPACE** in Section 2 (Bidder's Proposal) column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. Failure to do so may result in bid rejection.

These specifications outline the minimum requirements for the furnishing and delivery of CRACK SEALING MATERIAL. The material shall be delivered to the City of Junction City Public Works Facility. It is to be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard information as advertised, whether or not specifically mentioned in these specifications, in addition to all other information and attachments specified herein.

### SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIALS




ITEM	DESCRIPTION	BIDDER'S PROPOSAL
CRACK SEALING MATERIAL	Will be a hot-applied asphalt based product which is used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate climates. Shall be supplied in solid form when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. Shall be used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applications. Application temperature is a free flowing, self-leveling product.	

#### SPECIFICATION CONFORMANCE

Crack sealing material shall meet all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173) and Federal Specification SS-S-164. Specifications are:

<b>ASTM D6690, AASHTO M324</b>	
<b>Test</b>	<b>Type I Spec. Limits</b>
<b>Cone Penetration</b>	90 max.
<b>Flow</b>	5 mm max.
<b>Softening Point</b>	176 degrees F (80 degrees C)
<b>Bond, 0 degrees F (-18 degrees C), 50% ext.</b>	Pass 5 cycles
<b>Asphalt Compatibility</b>	Pass
<b>Minimum Application Temperature</b>	380 degrees F (193 C) degrees
<b>Maximum Heating Temperature</b>	400 degrees F (204 degrees C)

## SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIAL

ITEM	DESCRIPTION	BIDDER'S PROPOSAL
 INSTALLATION	Crack Sealing Material unit weight shall be at least 10.7 lbs. per gallon (1.28 kg/L0 at 60 degrees F (15.5 degrees C)	
 PACKAGING AND SHIPPING	Crack Sealing Material shall be shipped in meltable packaging that is extremely strong and durable yet quick melting wrap that contains and protects the sealant material and allows the customer to place the sealant package directly into the melter.  Delivery shall be 3 to 4 weeks after purchase order is issued.	
 WARRANTY	Crack Sealing Material shall be warrantied to meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	



# ELASTO-FLEX 410



## JOINT AND CRACK SEALANT, FOR ASPHALT AND CONCRETE PAVEMENTS

Elastoflex 410 is a hot applied, polymer modified asphalt crack sealant. This product applies and sets up best in up to moderate temperatures, and is highly durable in cold to hot climates. Elastoflex 410 is quick melting and extremely flexible. Formulated with a high recycled rubber content with a high viscosity to resist excess flow during application, it is ideal for highways and county roads. Elastoflex 410 is a great value for stretching pavement maintenance dollars.

## SPECIFICATION

<b>CONE PENETRATION</b> : 77°F (25°C), 150g, 5s : ASTM D5329	90 dmm max
<b>SOFTENING POINT</b> : ASTM D36	180°F (82°C) min
<b>BOND</b> : 1 in (25mm), 5 cycles, 50% ext, 0°F (-18°C) : ASTM D5329	Pass
<b>DUCTILITY</b> : 77°F (25°C) : ASTM D113	30 cm min
<b>RESILIENCE</b> : 77°F (25°C) : ASTM D5329	40% min
<b>ASPHALT COMPATIBILITY</b> : 140°F (60°C), 72 hr : ASTM D5329	Pass

## Applicable Specs

ASTM D6690 Type 1 (supersedes ASTM D1190), AASHTO M324 Type 1 (supersedes AASHTO M173)



● Performance Range  
X Suggested Max. Application Temp

Available in:

**PolySkin**  
Inclusive packaging

## APPLICATION

Read and follow application instructions before use. This product must be heated using indirect heating methods, either a double boiler or hot oil circulating kettle. Equipment must have means of maintaining constant agitation to the material. Maximum safe heating temperature: 400°F (204°C). Recommended application temperature: 380°F (193°C).

## WARRANTY

Maxwell Products, Inc. warrants that our products meet the applicable specifications at the time of shipment. Due to the many differing procedures used in preparing and installing materials, Maxwell Products assumes no liability for material failure due to improper installation, equipment failure or operator errors. Any remedies are limited, at Maxwell Products' option, to replacement of materials or refund (full or partial) of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. There is no other warranty either expressed or implied.

**Maxwell**  
PRODUCTS INCORPORATED

Salt Lake City, UT  
Toll Free - 800.266.2090  
Fax - 800.266.2090

Generated April 13, 2015.

Please visit <http://maxwellproducts.com> for an updated version.



## TEST & EVALUATION REPORT

Crack Sealant ASTM 6690, Type I Evaluation

April 22, 2016

**Report For:** Maxwell Products  
 650 South Delong Street  
 Salt Lake City, UT 84104

**Attn:** Jared Pringle

**Email:** [jared.p@maxwellproducts.com](mailto:jared.p@maxwellproducts.com)

**Description:** ASTM D 6690, Type I Hot Applied Crack Sealant Compliance Evaluation.

**Sample Data/Information:**

Identification	Grade/Type	Received Date	Source
Elastoflex 410	ASTM D 6690 Type I	4/13/2016	Maxwell Products

**Client:** Maxwell Products

**Project:** MXWL 01-02-01

**OBJECTIVES:** Test, evaluate, and assess for ASTM D 6690, Type I, Standard Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements compliance.

**CONCLUSIONS:** Sample met requirements for ASTM D 6690, Type I.

**DATA/RESULTS:** Melting was performed in accordance with ASTM D 5167, Practice for Melting of Hot Applied Joint and Crack Sealant and Crack Sealant and Filler Evaluation.

**Table 1. Melting Property Data**

PROPERTY		ASTM TEST METHOD	ASTM D 6690, Table 1, Type 1 SPECIFICATIONS	RESULTS
<b>Properties after Melting</b>				
Cone Penetration, dmm	25°C	D 5329 - 6 (D 217)	90 max	67
Softening Point, °C (°F)		D 36	80 (176) min	95.4 (203.8)
Bond Non-immersed (3 – 25.4 mm specimens, 5 cycles at 50% extension.	-18°C	D 5329 - 9	2 of 3 specimens pass	repl Pass Pass Pass
Resilience, %	25°C	D 5329 - 12	NA	NA
Resilience Oven Aged		D 5329 - 13	NA	NA
Asphalt Compatibility	60°C	D 5329 - 14	Pass B	Pass

MXWL 01-02-01

PRI's Accreditations: AASHTO/AAP; IAS-ES, an ISO/IEC 17025 Lab

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PRI Asphalt Technologies, Inc. 6408 Badger Drive Tampa, FL 33610 • Tel: 813-621-5777 • Fax: 813-621-5840 • e-mail: [kgryzbowski@priasphalt.com](mailto:kgryzbowski@priasphalt.com) • Website: <http://www.priasphalt.com>



Jared Pringle / Maxwell Products  
T&E Rpt: Crack Sealant ASTM 6690, Type I Evaluation  
April 22, 2016, Page 2 of 2

**DISCUSSION:** Observations during Melting

**Table 2.** Observations


PROPERTY		SPECIFICATIONS		RESULTS
ASTM D 5157 Melting:				
Observations after manually stirring	Solid (S)	Time, minutes	0	(S) / 310
	Semi-Solid (SS)		15	(SS), (G) / 310
	Liquid (L)		30	(L-Thick), (G) / 325
	Smooth Homogenous (H)		45	(L), (G) / 325
	Undispersed Polymer (UP)		60	(L), (G) / 335
	Lumpy (LUM)		75	--
	Gritty (G), particulates		90	--
	Separated (SP)		105	--
	Other (O)		120	--

Tested by:

  
Steven Loeffler, Paving Binder Technician

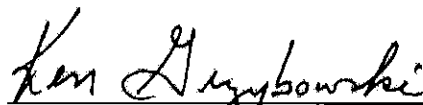
Date: April 22, 2016

Reviewed by:

  
John D'Angelo, Laboratory Supervisor

Date: April 22, 2016

Reviewed by:

  
K.F. Grzybowski, President

Date: April 22, 2016

MXWL 01-02-01

PRI's Accreditations: AASHTO/AAP; IAS-ES, an ISO/IEC 17025 Lab

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Asphalt Technologies, Inc. 6408 Badger Drive Tampa, FL 33610 • Tel: 813-621-5777 • Fax: 813-621-5840 • e-mail: kgrzybowski@priasphalt.com • Website: http://www.priasphalt.com



Maxwell Products, Inc.  
650 South DeLong Street  
Salt Lake City, UT 84104  
[www.MaxwellProducts.com](http://www.MaxwellProducts.com)



Toll Free 800.266.2090  
Phone 801.972.2090  
Fax 801.972.5536

Maxwell Products, Inc. warrants that our products meet the applicable specifications at the time of shipment. Due to the many differing procedures used in preparing and installing materials, Maxwell Products assumes no liability for material failure due to improper installation, equipment failure or operator errors. Any remedies are limited, at Maxwell Products' option, to replacement of materials or refund (full or partial) of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. There is no other warranty either expressed or implied.



4/26/2016

To Whom It May Concern:

Elastoflex 410 has a minimum 12 hour pot life at the application temperature specified in the data sheet for Elastoflex 410. Elastoflex 410 can also be reheated at least once without polymer or oil separation, or balling or jelling.

For questions or additional information call (801) 972-2090.

Sincerely

A handwritten signature in black ink, appearing to read 'Jared Pringle', is written above the printed name.

Jared Pringle  
Lab Manager

### **GENERAL Description:**

Elastoflex Sealants are high quality, single component, hot applied joint and crack sealants formulated with the latest sealant technologies. These sealants are supplied in a solid state and are self-leveling at application temperatures. When properly applied according to the manufacturer's recommendations, the in-place sealant forms a resilient and adhesive bond that seals joints and cracks against the intrusion of water and foreign materials reducing pavement and sub-base deterioration.

### **Melting:**

The sealant shall be melted using either a jacketed double boiler type melting unit with heat transfer oil, or a controlled flow heat transfer oil circulating system type melter. Do not melt these sealants in a direct-fired melting unit. The melter must be equipped with an agitator. The sealant shall be agitated as soon as possible during the melting process and continuously during the pouring process including travel time to and from the jobsite. **CAUTION: The agitator should be stopped when loading blocks of sealant into the melter to avoid splashing hot sealant on the operator.**

### **Application Temperatures:**

See Individual Data Sheet for Each Product.

### **Pavement Temperatures:**

At the time of placing sealant, the pavement temperature should be a minimum of 40° F. Application at lower temperatures may result in less adhesion due to the possible presence of excess moisture. If the surface temperature is less than 40° F, and the sealant must be applied (asphalt pavements only), a heat lance or other appropriate means can be used to warm and dry the asphalt crack. If it is necessary to apply the sealant at lower than 40° F, care should be taken to insure the cracks are clean and dry and that the necessary adhesion is obtained.

### **CRACK PREPARATION Asphalt:**

Cracks should be opened to a minimum width of 3/8 inch, which is necessary to provide an adequate reservoir for the sealant, allowing for expansion and contraction of the surface and crack. A variety of equipment including routers, random crack saws, and power brushes can be used to open up and clean cracks. Care should be taken to insure that bonding surfaces are free from oil, dirt, dust, moisture and any other contaminants that would inhibit good bonding of the sealant to the asphalt. All weeds should be removed and cracks sterilized, if necessary, to prevent weed growth through the sealant. The above specifications should be viewed as a guideline and may be modified according to specific project specifications.

In areas that do not have a build-up of oil, dirt or other residue, preparation may be accomplished by using high-powered, oil-free compressed air or a heat lance. When using a heat lance, care should be taken that the asphalt is not overheated, causing a separation of the asphalt and aggregate.

### **Concrete:**

Concrete joints shall be sawn, sandblasted or water blasted on each side of the bonding surface to remove all foreign material and moisture. On old construction, all of the old joint sealant should be removed by sawing, plowing or other means acceptable to the project engineer. The joints and cracks must be free of water, dust, residue and any other contamination.

A closed cell, non-absorbing, heat resistant bond breaker, at least 1/8 inch larger in diameter than the joint width shall be installed. The bond breaker should be placed such that a recess of at least 1/8 inch shall exist below the surface of the concrete after installation of the sealant or as specified by the joint design. Oil-free compressed air shall be used to clean the joint immediately prior to sealant installation.



## **SAFETY PRECAUTIONS**

**The following safety precautions should be taken to prevent injury when working with hot pour sealants.**

1. Always wear gloves with wristlets and proper clothing that will cover arms and legs.
2. Wear safety glasses or goggles to protect the eyes.
3. Only use hoses approved for hot applied crack sealing. Inspect hoses regularly for wear or cuts and replace any damaged or worn hoses immediately.
4. Take care when loading the melter. Turn off the agitation and only introduce blocks into the melter in a manner that will prevent splashing of the sealant onto the operator.
5. Take care to avoid breathing the sealant fumes.
6. Use proper traffic control procedures to provide adequate safety from moving vehicle traffic when crack sealing on roads and highways.
7. Use measures meeting or exceeding local regulatory requirements to prevent pedestrian or other traffic from gaining access to the work area while sealant is still in the uncured or molten state.
8. If compressed air is used to clean out lines in kettles after sealing is finished, take care to secure melter lids and hoses so molten material is not sprayed or splashed on personnel. Carefully follow the melter manufacturer's clean out procedures.

## **HANDLING OF MATERIALS**

Care should be taken when placing blocks of sealant into the kettle to make sure hot melted sealant from inside the kettle does not splash on the operator.

## **POT LIFE OF SEALANT**

These sealants have been developed using the latest technology allowing an extended pot life at application temperature. When the sealant is being drawn out of the kettle during the application process, care should be taken to maintain the pouring temperature especially when adding new sealant to the kettle. The sealant may be reheated after initial heat-up if new blocks of sealant are added during the heat-up process.

If sealant has been overheated or exceeded the pot life it will get stringy and begin to gel. At this point the material should be removed from the melter and discarded.

## **EQUIPMENT CLEAN UP**

Follow the melter manufacturer's guidelines for properly cleaning your equipment after each use of the machine, making sure all flames are extinguished before starting the clean up procedure. The sealant can be cleaned from equipment with petroleum-based or citrus-based solvents. Caution should be taken that the solvent does not contaminate the sealant. Solvents must be disposed of in accordance with federal, state, and local laws and guidelines.

## **STORAGE OF SEALANT**

Elastoflex sealants are shipped with a weatherproof wrapping; the top cover is treated to prevent deterioration of the plastic from ultraviolet light. Pallets should be kept wrapped until used and should not be left in the sun for long periods of time after the wrapping has been removed, as some boxes will have a tendency to fall off the pallets when they get soft in the sun. If pallets are to be stored for a period of time greater than six months, they should be covered with a tarp to protect the plastic from sunlight.

*For more information please contact Maxwell Products.*

**Phone:** 801-972-2090

**Fax:** 801-972-5536

**Email:** [contact@maxwellproducts.com](mailto:contact@maxwellproducts.com)

**Or visit us on the Web:** [www.maxwellproducts.com](http://www.maxwellproducts.com)

**Mail:** Maxwell Products, Inc.  
650 Delong Street (2350 W.)  
Salt Lake City, UT 84104



# MAXWELL PRODUCTS

## SAFETY DATA SHEET

### ELASTOFLEX SEALANTS



#### Manufacturer/Supplier:

Maxwell Products, Inc.  
650 South Delong St.  
Salt Lake City, UT 84104  
Phone: 1.800.266.2090  
Fax: 1.801.972.5536  
www.maxwellproducts.com

**Emergency telephone number:**  
Infotrac: 1-800-535-5053, 1-352-323-3500

## 2. HAZARD(S) IDENTIFICATION

**HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

#### Classification of the substance or mixture:

GHS08 Health hazard, Carc. 1B H350 May cause cancer,  
GHS07, Skin Irrit. 2 H315 Causes skin irritation, Eye Irrit. 2B H320  
Causes eye irritation.

**Signal word:** Danger

#### Hazard-determining components of labeling:

Asphalt  
Distillates (petroleum), solvent-refined heavy naphthenic  
Trade Secret(s)

#### Hazard statements:

Causes skin and eye irritation.  
May cause cancer.

#### Precautionary statements:

Do not handle until all safety precautions have been read and understood.

Wear protective gloves/protective clothing/eye protection/face protection. (see section 8)

Read application instructions before use.

IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing.

Specific treatment (see section 4).

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

Dispose of contents/container in accordance with local/regional/national/International regulations

**Hazards not otherwise classified (HNOC):** None known.

#### Classification system:

**NFPA ratings (scale 0 - 4)**



Health = 1  
Fire = 1  
Reactivity = 0

#### HMIS-ratings (scale 0 - 4)



Health = 1  
Fire = 1  
Reactivity = 0

## 3. COMPOSITION / INFORMATION ON INGREDIENTS

**HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

#### Chemical characterization: Mixtures

**Description:** Mixture of the substances listed below with nonhazardous additions

#### Dangerous components:

8052-42-4	Asphalt - Flam liq. 3 H226, Carc. 2 H351, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320	25-75%
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic - Carc. 1B H350	0-25%
	Trade Secret(s) - Carc. 2 H351, Acute Tox. 4 H302, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320, Carc. 1B H350	

#### Additional information:

Trade Secret(s) made in accordance with paragraph (i) of §1910.1200 of 29 CFR 1910.1200, the OSHA Hazard Communication Standard.

## 4. FIRST AID MEASURES

**After skin contact:** Immediately wash with water and soap and rinse thoroughly. Consult a doctor if needed.

**After inhalation:** If irritation occurs, remove to fresh air. Consult a doctor if needed.

**After eye contact:** Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor

**After swallowing:** Immediately consult a doctor

**Most important symptoms and effects, both acute and delayed:** No further relevant information available.

**Indication of any immediate medical attention and special treatment needed:** No further relevant information available.

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing agents:** Use fire fighting measures that suit the environment.

**Special hazards arising from the substance or mixture:** No further relevant information available.

**Advice for firefighters:**

**Protective equipment:** As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures:** Not required.

**Environmental precautions:** Do not allow to enter sewers or ground water.

**Methods and material for containment and cleaning up:** Dispose of collected material according to regulations.

**Reference to other sections**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

## 7. HANDLING & STORAGE

**Precautions for safe handling:** No special requirements.

**Storage:** No special requirements.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Components with occupational exposure limits:**

	8052-42-4 Asphalt
REL	Short-term value: C 5* mg/m <sup>3</sup> *15-min; See Pocket Guide App. A
TLV	Long-term value: 0.5* mg/m <sup>3</sup> *inh. fraction; as benzene-soluble aerosol; BEIp
	Trade Secret(s)
PEL	Long-term value: 20 mppcf ppm (containing <1% Quartz)
REL	Long-term value: 2* mg/m <sup>3</sup> *respirable dust
TLV	Long-term value: 2* mg/m <sup>3</sup> *as respirable fraction; E
STEL	Short-term value: 10 mg/m <sup>3</sup>
TWA	Short-term value: 10 mg/m <sup>3</sup>
PEL	Short-term value: 5 mg/m <sup>3</sup>
PEL	Long-term value: 15 mg/m <sup>3</sup>

**General protective and hygienic measures:**

Keep away from foodstuffs, beverages and feed.  
Wash hands before breaks and at the end of work.

**Breathing equipment:** Not required.

**Protection of hands:** Leather gloves suggested.

**Safety equipment required for application.**

Read and understand application instructions before use.

**Ingredients with biological limit values:**

	8052-42-4 Asphalt
BEI	- urine end of shift at end of workweek 1-Hydroxypyrene with hydrolysis (non-quantitative)

**Additional Information:** The lists that were valid during the creation of this SDS were used as basis.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Appearance:

Form: ..... Solid  
Color: ..... Brown/Black

Odor: ..... Petrol Like

pH Value: ..... Not applicable

### Change in condition:

Melting point/melting range: ..... 175°-250° F (79°-121° C)

Boiling point/boiling range: ..... 599° F (315° C)

Flash Point: ..... >430° F (>221° C)

Flammability (solid, gaseous): ..... Not determined

Ignition Temperature: ..... >700° F (>371° C)

Decomposition Temperature: ..... Not determined

Auto igniting: ..... Product is not self igniting

Danger of Explosion: ..... Product does not present an explosion hazard

### Explosion Limits:

Lower: ..... Not determined

Upper: ..... Not determined

Vapor Pressure: ..... Not applicable

Density @ 68° F (20° C): ..... Specific gravity 1.0 - 1.5

Relative Density: ..... Not determined

Vapor Density: ..... Not applicable

Evaporation Rate: ..... Not applicable

### Solubility in / Miscibility with:

water @ 68° F (20° C): ..... < 0.0001 g/l

Partition coefficient (n-octanol/water): ..... Not determined

### Viscosity:

Dynamic: ..... Not applicable

Kinematic: ..... Not applicable

## 10. STABILITY AND REACTIVITY

**Reactivity:** No relevant information available.

**Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.

**Possibility of hazardous reactions:** No dangerous reactions known.

**Conditions to avoid:** No further relevant information available.

**Incompatible materials:** No further relevant information available.

**Hazardous decomposition products:** No dangerous decomposition products known

## 11. TOXICOLOGICAL INFORMATION

### Acute toxicity:

**LD/LC50 values that are relevant for classification:** Trade Secret(s)

Oral	LD50	>5000 mg/kg (rat)
Dermal	LD50	>5000 mg/kg (rabbit)
Inhalative	LC50/4 H	>5 mg/l (rat)

### Primary irritant effect:

**On the skin:** Irritant to skin and mucous membranes. **On the eye:**

Irritating effect. Causes serious eye irritation.

**Additional toxicological information:** The product shows the following dangers according to internally approved calculation methods for preparations: Irritant, Carcinogenic

### IARC (International Agency for Research on Cancer)

Group 1 - Carcinogenic to humans.

Group 2a - Probably carcinogenic to humans.

Group 2b - Possibly carcinogenic to humans.

Group 3 - Not classifiable as to its carcinogenicity to humans.

Group 4 - Probably not carcinogenic to humans.

8052-42-4	Asphalt	2b
	Trade Secret(s)	2a, 2b, 3

### NTP (National Toxicology Program):

None of the ingredients are listed.

### OSHA-Ca (Occupational Safety and Health Administration):

None of the ingredients are listed.

## 12. ECOLOGICAL INFORMATION

**Aquatic toxicity:** No further relevant information available.

**Persistence and degradability:** No further relevant information available.

**Bioaccumulative potential:** No further relevant information available

**Mobility in soil:** No further relevant information available.

**Additional ecological information:**

**General notes:**

- Water hazard class 3 (Self-assessment): extremely hazardous for water
- Do not allow product to reach ground water, water course or sewage system, even in small quantities.
- Danger to drinking water if even extremely small quantities leak into the ground.

**Results of PBT and vPvB assessment:**

**PBT:** Not applicable.

**vPvB:** Not applicable.

**Other adverse effects:** No further relevant information available

## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods:**

- Must not be disposed of together with household garbage.
- Do not allow product to reach sewage system.

**Uncleaned packagings:** Dispose according to official regulations

## 14. TRANSPORT INFORMATION

**UN-Number:**

DOT, ADR, ADN, IMDG, IATA..... Non-regulated Material

UN proper shipping name DOT, ADR, ADN, IMDG, IATA..... Non-regulated Material

Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class..... Non-regulated Material

Packing group DOT, ADR, IMDG, IATA..... Non-regulated Material

Environmental hazards..... Not Applicable

Special precautions for user..... Not Applicable

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code..... Not Applicable

UN "Model Regulation":..... Non-regulated Material

## 15. REGULATORY INFORMATION

**HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

**Sara:**

**Section 355 (extremely hazardous substances):** None of the ingredients are listed.

**Section 313 (specific toxic chemical listings):** None of the ingredients are listed.

**TSCA (Toxic Substances Control Act):**

8052-42-4	Asphalt
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic
	Trade Secret(s)

**Proposition 65:**

**Chemicals known to cause cancer:** None of the ingredients are listed.

**Chemicals known to cause reproductive toxicity for females:** None of the ingredients are listed.

**Chemicals known to cause reproductive toxicity for males:** None of the ingredients are listed.

**Chemicals known to cause developmental toxicity:** None of the ingredients are listed.

**Carcinogenic Categories:**

**EPA (Environmental Protection Agency):** None of the ingredients are listed.

**TLV (Threshold Limit Value established by ACGIH):**

8052-42-4	Asphalt	A4
	Trade Secret	A4

**NIOSH-Ca (National Institute for Occupational Safety and Health)**

8052-42-4

Asphalt

**Signal word:** Danger**Hazard-determining components of labeling:**

Asphalt

Distillates (petroleum), solvent-refined heavy naphthenic

Trade Secret(s)

**Hazard statements:** Causes skin and eye irritation, May cause cancer.**Precautionary statements:**

Do not handle until all safety precautions have been read and understood.

Read application instructions before use.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of soap and water.

Dispose of contents/container in accordance with local/regional/national/international regulations.

**National regulations:** The product is subject to be classified according with the latest version of the regulations on hazardous substances.**State Right to Know:**

8052-42-4	Asphalt - Flam liq. 3 H226, Carc. 2 H351, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320	25-75%
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic - Carc. 1B H350	0-25%
	Trade Secret(s) - Carc. 2 H351, Acute Tox. 4 H302, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320, Carc. 1B H350	

**Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.**16. OTHER INFORMATION**

This information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any other particular purpose.

**Date of preparation / last revision:** 07-21-2015 / 6**Abbreviations and acronyms:****ADR:** European Agreement concerning the International Carriage of Dangerous Goods by Road**ADN:** European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways**IMDG:** International Maritime Code for Dangerous Goods**DOT:** US Department of Transportation**IATA:** International Air Transport Association**ACGIH:** American Conference of Governmental Industrial Hygienists**EINECS:** European Inventory of Existing Commercial Chemical Substances**ELINCS:** European List of Notified Chemical Substances**CAS:** Chemical Abstracts Service (division of the American Chemical Society)**NFPA:** National Fire Protection Association (USA)**HMIS:** Hazardous Materials Identification System (USA)**LC50:** Lethal concentration, 50 percent**LD50:** Lethal dose, 50 percent**PBT:** Persistent, Bioaccumulative and Toxic**vPvB:** Very Persistent and Very Bioaccumulative**Flam. Liq. 3:** Flammable Liquids Hazard Category 3**Acute Tox. 4:** Acute toxicity, Hazard Category 4**Skin Irrit. 2:** Skin corrosion/irritation, Hazard Category 2**Eye Irrit. 2B:** Serious eye damage/irritation, Hazard Category 2B**Carc. 1B:** Carcinogenicity, Hazard Category 1B**Carc. 2:** Carcinogenicity, Hazard Category 2**STOT SE 3:** Specific target organ toxicity - Single exposure, Hazard Category 3

**ADVERTISEMENT FOR BIDS  
CRACK SEALING MATERIAL  
City of Junction City, Kansas**

The City of Junction City, Kansas will receive bids, from qualifying suppliers, through the City Clerk, by 2:00 p.m. (Local Time) May 19, 2016 at City Hall, 700 N. Jefferson St, Junction City, KS 66441.

The Request for Bids is for the supply and delivery of Crack Sealing Material as outlined within the contract documents and any addenda thereto. Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside "**Crack Sealing Material**".

The City reserves the right to reject any or all bids, and to waive any informalities in the bidding. Bid packages are available at the office of the City Clerk or the City website at [www.jcks.com](http://www.jcks.com). Questions regarding the bids should be directed to Ray Ibarra, Public Works Director at (785) 238-7142 or via email at [ray.ibarra@jcks.com](mailto:ray.ibarra@jcks.com).

## NOTICE OF BIDDERS

Sealed bids will be received by the City of Junction City, Kansas at the office of the City Clerk until 2:00 PM on the 19<sup>th</sup> day of May 2016.

### BID ON CRACK SEALING MATERIAL

All bids duly received will be opened publicly and read aloud.

The successful bidder of Crack Sealing Material will be responsible for the delivery of crack sealing material. The bidder agrees if their proposal is accepted, to guarantee the design, material and workmanship of the crack sealing material according to the standard factory warranty, a copy of which must be furnished with the bid and shall furnish a properly executed service and warranty policy with the units.

All bids must be submitted on the standard PROPOSAL FORM and shall be completed in ink or typewritten. The complete set of bid documents including the specification section must be returned in the provided bid document envelope. If for some reason it is not possible to return the enclosed envelope, the bid is to be returned in an envelope which states the following:

**CITY CLERK  
CITY OF JUNCTION CITY  
JUNCTION CITY, KANSAS 66441**

In the lower right corner this wording is to be written:

**VENDOR:** \_\_\_\_\_

In the lower left corner this wording is to be written:

**SEALED PROPOSAL FOR:** \_\_\_\_\_  
**BID OPENING DATE:** \_\_\_\_\_

Failure to do so will result in a disqualification of the bid.

Bids must be executed in the name of the bidder and signed by an authorized representative. All names must be typed or printed below the signature.

The bid shall contain an acknowledgment of receipt of all addenda, the number of which shall be filled in on the form. Return all specifications sheets with bid.

The City of Junction City, Kansas reserves the right to reject any and all bids and waive any informalities or technicalities.

City of Junction City  
City Clerk

**DO NOT DETACH – RETURN ALL PAPERS****PROPOSAL  
FOR  
CRACK SEALING MATERIAL**

Sealed bids will be received by the City of Junction City, 7<sup>th</sup> and Jefferson Streets, Junction City, Kansas 66441 until 2:00 PM in the City Clerk's office on the 19<sup>th</sup> day of May 2016, at which time all bids will be publicly opened and read.

NAME OF BIDDER:

Paving Maintenance Supply, A Division of Crafcro, Inc.

ADDRESS OF BIDDER:

6165 W. Detroit St.

Chandler, AZ

ZIP: 85226

TELEPHONE NUMBER: 602-276-0406

### MASTER PROPOSAL FORM

The undersigned bidder, having examined the bid requirements, bid form specifications, other documents and all bid addenda, thereto states they fully understand the character of the required units. In addition, bidder understands that as a governmental unit, the City of Junction City is exempt from payment of all Federal and State taxes applying on the material bid and the prices in this proposal form do not include this amount.

The undersigned hereby proposes to furnish the specified material in strict accordance with the specifications attached hereto, complete and ready for operation including delivery to the City of Junction City, Kansas for the lump sum price as follows. The City reserves the right to purchase all, more or part of the crack sealing material as proposed.

#### MUST BE RETURNED WITH BID PACKET

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Crack Sealing Material ASTM D6690	50,000 lbs	\$ <u>0.429</u>	\$ <u>21,450.00</u>

Total net bid \$ 21,450.00

Twenty One Thousand, Four Hundred and Fifty DOLLARS  
(IN WORDS)

Company Name:

Paving Maintenance Supply, A Division of Crafcro, Inc.

Authorized Representative:

Christian Hass

Telephone Number:

602-276-0406

Delivery Date:

3 Weeks ARO

The undersigned acknowledges receipt of the following addenda:

N/A

In submitting this bid, it is understood that the right is reserved by the City Commission to reject any or all bids, to make the award to other than the low bidder, to waive

irregularities and/or informalities, and in general to make the award in any manner deemed by the City Commission its sole discretion, to be in the best interest of the City.

THE UNDERSIGNED, by execution of this bid, certifies that they are the Vice President General Manager \_\_\_\_\_ (Title) of the firm named as bidder in the bid, that they sign on behalf of the firm and that they are authorized to execute the same on behalf of said firm.

NAME AND ADDRESS OF BIDDER:

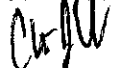
COMPANY NAME: Paving Maintenance Supply, A Division of Crafcro, Inc.

ADDRESS:

6165 W. Detroit St.

CITY: Chandler STATE: AZ ZIP: 85226

BID SUBMITTED BY:

 Vice President General Manager  
(Signature) (Title)

Christian Hass

(Printed)

TELEPHONE NUMBER: 602-276-0406 DATE: May 6, 2016

APPROVED BY THE CITY COMMISSION: \_\_\_\_\_  
(Date)

**SHIPMENT:**

Bids must be priced free on board to the designated delivery point shown in this proposal, all freight and cartage charges must be prepaid.

**DELIVERY:**

The delivery point for the material in this proposal shall be the City of Junction City, Public Works Department, 2324 North Jackson, Junction City, Kansas, during normal business hours (7:30 AM-4:00 PM, M-F).

**SPECIFICATIONS:**

Complete specifications and/or brochures and catalogs describing the material bid upon, shall be attached to the bidders proposal.

**ACCEPTANCE OF MATERIAL:**

Payment for crack sealing material will be made after inspection of the crack sealing material by the City as to satisfactory compliance with the specifications and condition upon delivery. The signing of a delivery slip by an employee of the City signifies receipt of the material and not acceptance thereof.

**COMPLIANCE WITH STATE AND FEDERAL REGULATION:**

At the time of delivery to the City of Junction City, the crack sealing material furnished here under shall comply with all state and federal health, safety, noise and emission standards applicable to this type of material.

**GENERAL:**

The design and construction of all components not specifically mentioned herein, but which are necessary in order to furnish a complete unit, are left to the discretion of the material manufacturer and shall conform to be best practices followed in the design and manufacture of comparable material.

**CITY OF JUNCTION CITY  
PUBLIC WORKS DEPARTMENT**

**CRACK SEALING MATERIAL**

Sealed proposals are desired from reputable builders of crack sealing material in strict accordance with the following specifications.

**LIABILITY OF BIDDER:**

Each bidder shall furnish satisfactory evidence of their ability to manufacture the material as herein specified, and state the location of their factory where the material is to be manufactured.

**WARRANTY:**

The following warranty to be furnished with each bidder's proposal and written on company letterhead paper:

We warrant all crack sealing material manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to making good at our factory and part, or units there of which shall be returned to us with transportation charges prepaid and which on examination shall disclose to our satisfaction to have been thus defective, provided that such part, or units shall be returned to us not later than one year after delivery of such materials to be original purchaser. This warranty is expressly in lieu of all other obligations or liabilities on our part and we assume or authorize any other person to assume for us any other liability in connection with the sale of our material.

This warranty shall not apply to any crack sealing material which shall have been repaired or altered outside of our factory in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident not made by us which shall have been used at exceeding the factory rated load beyond the factory rated load capacity.

**RESPONSIBILITY FOR DESIGN:**

Each bid shall be accompanied by a detailed description of the crack sealing materials which has been proposed and to which the material furnished under the contract must conform. It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete crack sealing materials and hereinafter specified. If the bidder substitutes items not in accordance with these specifications, same must be specifically set forth on a separate sheet in the bid properly describing the variations.

**QUALITY AND WORKMANSHIP:**

The crack sealing material shall be of a modern type, carefully designed to suit requirements. All material, workmanship and finish entering into the construction of the materials shall conform to the purpose for which it is intended.

LIABILITY:

This bidder, if this bid is accepted, shall defend any and all suit and assume all liability for the use of any patented process, device or article forming a part of the materials or any appliance furnished under the contract.

ORDERING REQUIREMENT:

Bidder shall order a new current production of crack sealing materials. This order is to be placed with the factory within 5 working days of notification of award of bid. At the time of order, bidder shall send a letter to the City Clerk notifying them that the order has been made. This letter must be received by the City within 10 working days from the date of notification of award of bid. If bidder fails to abide by this provision the City may award the contract to the next lowest bidder.

NOTE:

For any questions regarding the specifications or bid forms, please contact Ray Ibarra, Public Works Director, (785)-238-7142 or email [ray.ibarra@jcks.com](mailto:ray.ibarra@jcks.com) Monday through Friday 8:30 AM until 4:00 PM, up until 5 days before the actual bid.

## SPECIFICATIONS CRACK SEALING MATERIAL

Bidder SHALL COMPLETE EVERY SPACE in Section 2 (Bidder's Proposal) column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. Failure to do so may result in bid rejection.

These specifications outline the minimum requirements for the furnishing and delivery of CRACK SEALING MATERIAL. The material shall be delivered to the City of Junction City Public Works Facility. It is to be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard information as advertised, whether or not specifically mentioned in these specifications, in addition to all other information and attachments specified herein.

### SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIALS

ITEM	DESCRIPTION	BIDDER'S PROPOSAL
CRACK SEALING MATERIAL	Will be a hot-applied asphalt based product which is used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate climates. Shall be supplied in solid form when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. Shall be used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applications. Application temperature is a free flowing, self-leveling product.	
SPECIFICATION CONFORMANCE	Crack sealing material shall meet all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173) and Federal Specification SS-S-164. Specifications are:	
		<u>ASTM D6690, AASHTO M324</u>
<u>Test</u>	<u>Type I Spec. Limits</u>	
Cone Penetration	90 max.	
Flow	5 mm max.	
Softening Point	176 degrees F (80 degrees C)	
Bond, 0 degrees F (-18 degrees C), 50% ext.	Pass 5 cycles	
Asphalt Compatibility	Pass	
Minimum Application Temperature	380 degrees F (193 C) degrees	
Maximum Heating Temperature	400 degrees F (204 degrees C)	

## SECTION 1 – SPECIFICATIONS CRACK SEALING MATERIAL

ITEM	DESCRIPTION	BIDDER'S PROPOSAL
INSTALLATION	Crack Sealing Material unit weight shall be at least 10.7 lbs. per gallon (1.28 kg/L.0 at 60 degrees F (15.5 degrees C)	
PACKAGING AND SHIPPING	Crack Sealing Material shall be shipped in meltable packaging that is extremely strong and durable yet quick melting wrap that contains and protects the sealant material and allows the customer to place the sealant package directly into the melter.  Delivery shall be 3 to 4 weeks after purchase order is issued.	
WARRANTY	Crack Sealing Material shall be warrantied to meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment.	



420 N. Roosevelt Ave. • Chandler AZ 85226  
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513  
www.crafco.com

## PRODUCT DATA SHEET

### ROADSAVER 211

PART NO. 34211

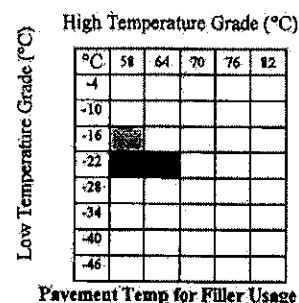
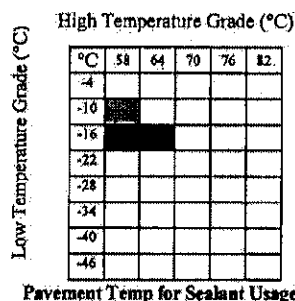
JANUARY 2008

#### READ BEFORE USING THIS PRODUCT

**GENERAL** Crafco RoadSaver 211 is a hot-applied asphalt based product which is used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate climates. RoadSaver 211 is supplied in solid form which when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. RoadSaver 211 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 211 is a free flowing, self-leveling product. RoadSaver 211 has been an excellent performing quality Crafco product for 25 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 211, pavement temperature performance limits are 64-16 for crack sealing and 64-22 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended



**SPECIFICATION CONFORMANCE** RoadSaver 211 meets all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173) and Federal Specification SS-S-164. Specifications are as follows:

#### ASTM D6690, AASHTO M324

##### Type I Spec. Limits

Test	
Cone Penetration	90 max.
Flow	5 mm max.
Softening Point	176°F (80°C)
Bond, 0°F (-18°C), 50% ext.	Pass 5 cycles
Asphalt Compatibility	Pass
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

**INSTALLATION** The unit weight of Crafco RoadSaver 211 is 10.7 lbs. per gallon (1.28 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

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**PMSI**  
**PAVING MAINTENANCE SUPPLY**  
A Division of Crafcro, Inc.

May 4, 2016

We warrant all crack sealing material manufactured by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to making good at our factory and part, or units there of which shall be returned to us with transportation charges prepaid and which on examination shall disclose to our satisfaction to have been thus defective, provided that such part, or units shall be returned to us not later than one year after delivery of such materials to be original purchaser. This warranty is expressly in lieu of all other obligations or liabilities on our part and we assume or authorize any other person to assume for us any other liability in connection with the sale of our material.

This warranty shall not apply to any crack sealing material which shall have been repaired or altered outside of our factory in any way so as, in our judgement, to affect its stability, nor which has been subject to misuse, negligence, or accident not made by us which shall have been used at exceeding the factory rated load beyond the factory rated load capacity.

Sincerely,



Christian Hass

Vice President General Manager

Paving Maintenance Supply, A Division of Crafcro, Inc.

May 5, 2016

City of Junction City, KS

RE: Liability of Bidder Evidence

Crafco, Inc.'s Headquarters has been in Chandler, AZ since 1976. 2016 is our 40th Anniversary year. We currently have 21 facilities around the world. The product requested on your bid will be supplied from our manufacturing facility in Halls, TN.. We would be pleased to offer a tour of our manufacturing facility to any officials of the City upon your request.

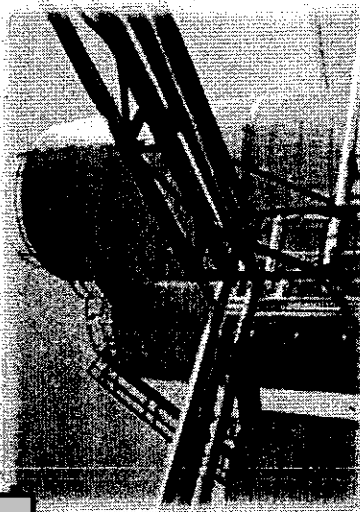
Additionally, Crafco, Inc. is a wholly owned subsidiary of Ergon Inc. Ergon, Inc. is one of the largest suppliers of asphalt materials within the United States with facilities spread out across the country. More information can be found on both Crafco and Ergon at the following webpages: [www.crafco.com](http://www.crafco.com) [www.ergon.com](http://www.ergon.com)

Sincerely,  
Crafco, Inc



Jim Chehovits  
Vice President Operations

# Halls Facility - 1983



*Size:*

*222,594 sf., 43 acres*

*Employees:*

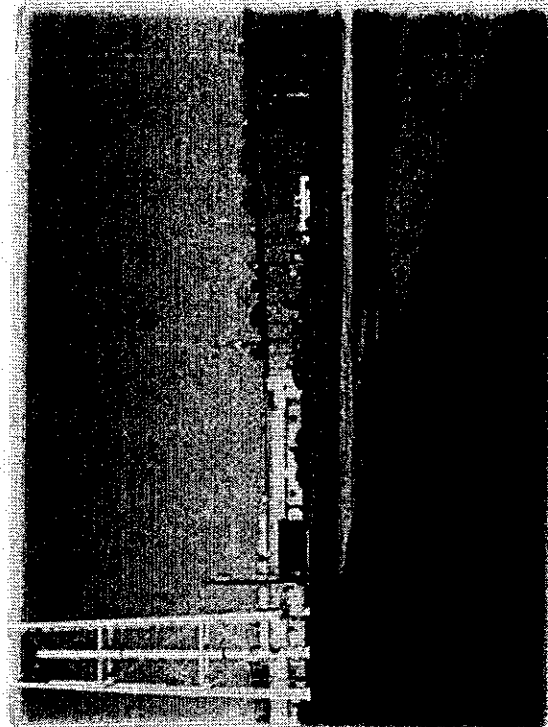
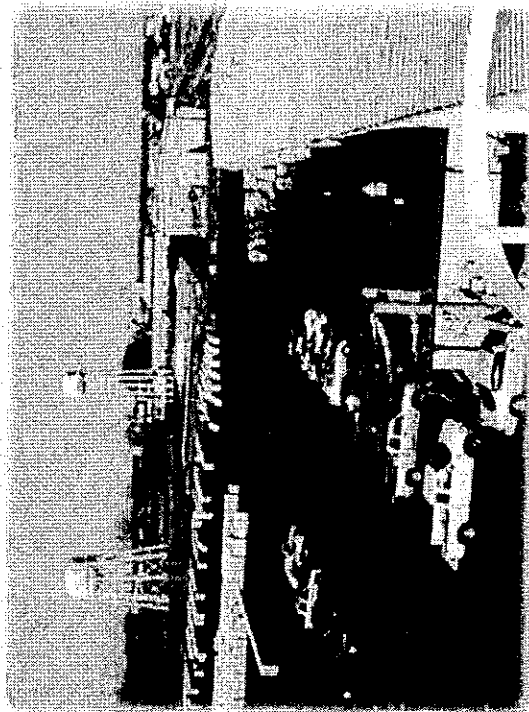
*50-60*

*Equipment:*

*16 mixers and 16 tanks*

*Products:*

*Hot Applied Asphalt Sealants  
Packaged and Bulk Roofing  
Marker Adhesives, Geo Composites  
Detack, Aggregate, Techcrete  
Asphalt Mastics, HP Concrete*



**CRAFCO**

2013

**OWNERS MEETING**

## Crafco Inc (/c/mmjgh74/crafco-inc)

121 Industrial Park Road

Halls, TN 38040

Web: Crafco.com (/api/v1/urlverify/http%3A%2F%2FCrafco.com)



(731) 836-5002 (tel:7318365002)



Map (/cmap/mmjgh74/crafco-inc)

Own This Business?

### Crafco Inc

A privately held company in Halls, TN. *Is this your business? Claim This Profile*

### More Details for Crafco Inc

Categorized under Asphalt Paving Mixtures and Blocks. Current estimates show this company has an annual revenue of \$20 to 50 million and employs a staff of approximately 20 to 49.

### Company Contacts

*Is this your business? Claim This Profile*

Gary Allen, Manager (/cs/mmjgh74/crafco-inc?

q=crafco+inc+Halls+Tennessee&amp;cx=000513454314247386359%

3Aarvxicegnim&amp;cof=FORID%3A10&amp;type=contacts)

Manager

Search for more contacts (/cs/mmjgh74/crafco-inc?q=crafco+inc+Halls+Tennessee&amp;cx=000513454314247386359%3Aarvxicegnim&amp;cof=FORID%3A10&amp;type=contacts)

## Business Information

Location Type	Branch
---------------	--------

Annual Revenue Estimate	\$20 to 50 million
-------------------------	--------------------

Employees	20 to 49
-----------	----------

SIC Code	2951, Asphalt Paving Mixtures and Blocks
----------	--

NAICS Code	32412101, Asphalt Paving Mixture & Block Manufacturing
------------	--

Business Categories	Asphalt Paving Mixtures and Blocks in Halls, TN. (/mb_55_E83B7000_JTZ/asphalt_paving_mixtures_and_blocks/halls_tn) Mfg Asphalt Mixtures/Blocks Testing Laboratory Mfg Asphalt Felts/Coatings
---------------------	---



**Business Phone**

## More Businesses Like This

Lehman-Roberts CO (/c/mm3gzm8/lehman-roberts-co)  
Asphalt Paving Mixtures and Blocks in Millington, TN

Owens Corning Trumbull Asphalt (/c/mmjmx1/owens-corning-trumbull-asphalt)  
Asphalt Paving Mixtures and Blocks in Memphis, TN

Stateline Paving CO (/c/mmsfd2q/stateline-paving-co)  
Asphalt Paving Mixtures and Blocks in Memphis, TN

Seal Master (/c/mtg833c/seal-master)  
Asphalt Paving Mixtures and Blocks in Memphis, TN

Memphis Sealcoaters (/c/mmg0lg5/memphis-sealcoaters)  
Asphalt Paving Mixtures and Blocks in Memphis, TN

## Browse By City

Milan, TN 1  
Asphalt Paving Mixtures and Blocks  
(/mb\_55\_E83B7000\_JX2/asphalt\_paving\_mixtures\_and\_blocks/milan\_tn)

## Browse By Categories

Asphalt Paving Mixtures and Blocks 1  
in Halls, TN (/mb\_55\_E83B7000\_JTZ/asphalt\_paving\_mixtures\_and\_blocks/halls\_tn)

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(/resources/)



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[Help \(/resources/faq/\)](/resources/faq/)

| [Advertise \(/resources/advertise/\)](/resources/advertise/)

| [Contact \(/resources/contact/\)](/resources/contact/)

### **Are you a small business?**

Create your free company profile. (<https://www.manta.com/ng?rl=addacompany-footer#/member/company/add>)



**Crafco Inc**

Tennessee Business Directory (../..../..../..../..../..../)

## Asphalt And Asphalt Products Manufacturing Companies Manufacturers

(CRAFCO INC/../../manufacturers/asphalt-and-asphalt-products-manufacturing-companies/business/295101/a/)


CRAFCO INC is located in Lauderdale County with address at 121 Industrial Park Rd, Halls, TN 38040-1285. They can be reached via phone at (731) 836-5002. They can be reached via Fax at (731) 836-9763. CRAFCO INC is classified under SIC Code 295101 (Asphalt & Asphalt Product). For more information contact Gary Allen, the Plant Mgr.

**Click here if you wish to remove this record.**

(/removal-request/15892876/)

🏠 121 Industrial Park Rd  
Halls, TN 38040-1285

 (731) 836-5002

 (731) 836-9763

✉ info@crafco.com

 [crafco.com](http://crafco.com)  
(<http://crafco.com>)

 Gary Allen / Plant Mgr


**ESTABLISHED: 1992**

**ANNUAL REVENUE:**  
\$26,424,000

**EMPLOYEE: 30**

**SIC CODE:** Asphalt &  
Asphalt Product (295101)

**STATE:** TN (TN)

**ZIP CODE:** 38040-1285

[Enlarge Map](#)

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**Backup material for agenda item:**

- i. Consideration to Award US-77 Highway and Interstate 70 Water Line Improvements Bid to J & K Contracting, LC in the amount of \$330,861.00.

# City of Junction City

## City Commission

### Agenda Memo

June 15, 2016

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Award of Bid – US-77 Highway and Interstate 70 Water Line Improvements**

---

**Objective:** The consideration and approval of the award of bid for the US-77 Highway and Interstate 70 Water Line Improvements.

**Explanation of Issue:** With the KDOT improvements to add a new Diverging Diamond, widening US-77 and a new Diamond Interchange along US-77 the City will have to relocate the existing water lines from its current location to the new location outside the construction limits from Interstate 70 to K-18. Relocation will involve moving the existing water lines in 5 different areas which will involve lowering the 12-inch and 16-inch water mains so the water mains are not under the new road way.

Kaw Valley Engineering developed the preliminary plans, construction estimates and material quantities for the project. Kaw Valley Engineering advertised for bids through The Daily Union and direct solicitation and a formal bid opening was held on June 13, 2016.

Kaw Valley Engineering received three qualified bids for the US-77 Highway and Interstate 70 Water Line Improvements. The three bidders were J & K Contracting, LC; Middlecreek Corporation and Nowak Construction Co., Inc. Listed below are the three bidders and their bid price:

Bidder	Price
J & K Contracting, LC	\$330,861.00
Middlecreek Corporation	\$454,022.00
Nowak Construction Co., Inc.	\$695,090.00

Kaw Valley Engineering's estimate for the project was \$253,090.00 and the low Bid from J & K Contracting, LC was \$330,861.00. The low bid was \$77,771.00 above the Engineer's estimate. The issue with the bid being over the Engineering estimate was the unknown condition and location of the existing waterline. Given this, City staff is recommending the award of the water line improvements on US-77 Highway and Interstate 70.

**Budget Impact:** Funding for this project is available within the Water Fund and the Federal Exchange funds.

**Alternatives:** The City Commission may approve, modify, table or deny the bid/ contract request

**Recommendation:** Staff recommends approval of the award of bid to J & K Contracting, LC of Junction City, KS for the US-77 Highway and Interstate 70 Water Line Improvements in the amount of \$330,861.00.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of the US-77 Highway and Interstate 70 Water Line Improvements in the amount not to exceed \$330,861.00 to J & K Contracting, LC of Junction City, KS as presented. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Kaw Valley Engineering letter dated 6/14/16 and US-77 Highway and Interstate 70 Water Line Improvements

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.  
2319 North Jackson, PO Box 1304  
Junction City, KS 66441  
Tel: 785-762-5040

US-77 HIGHWAY AND INTERSTATE 70 WATERLINE IMPROVEMENTS  
JUNCTION CITY, KANSAS

Project No.: A15D7474  
Date: June 13, 2016  
Page: 1 of 1

Item	Qty	Unit	Engineer's Estimate		J & K Contracting, L.C.		Middlecreek Corporation		Nowak Construction Co., Inc.		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price						
1. Mobilization	1	L.S.	\$15,000.00	\$15,000.00	\$17,500.00	\$17,500.00	\$56,000.00	\$56,000.00	\$47,600.00	\$47,600.00						
2. Connect to Existing Water Main	10	Ea.	\$3,500.00	\$35,000.00	\$1,300.00	\$13,000.00	\$2,383.00	\$23,830.00	\$3,020.00	\$30,200.00						
3. 12" Water Main (C900 PVC)	2141	L.F.	\$45.00	\$96,345.00	\$65.00	\$139,165.00	\$73.00	\$156,293.00	\$156.00	\$333,996.00						
4. 16" Water Main (C900 PVC)	269	L.F.	\$55.00	\$14,795.00	\$130.00	\$34,970.00	\$94.00	\$25,286.00	\$231.00	\$62,139.00						
5. Fittings	1	L.S.	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$14,956.00	\$14,956.00	\$23,487.00	\$23,487.00						
6. Boring and Casing	80	L.F.	\$150.00	\$12,000.00	\$315.00	\$25,200.00	\$370.00	\$29,600.00	\$318.00	\$25,440.00						
7. Directional Boring	414	L.F.	\$75.00	\$31,050.00	\$84.00	\$34,776.00	\$284.00	\$117,576.00	\$227.00	\$93,978.00						
8. Fire Hydrant Assembly	1	Ea.	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$4,916.00	\$4,916.00	\$5,330.00	\$5,330.00						
9. 12" Gate Valve and Box	2	Ea.	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00	\$2,804.00	\$5,608.00	\$3,590.00	\$7,180.00						
10. Relocate Air Release Valve	1	Ea.	\$3,500.00	\$3,500.00	\$5,250.00	\$5,250.00	\$3,585.00	\$3,585.00	\$4,430.00	\$4,430.00						
11. Replace Pressure Reducing Valve & Rim Adjustment	1	Ea.	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$4,972.00	\$4,972.00	\$18,850.00	\$18,850.00						
12. Erosion Control	1	L.S.	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$4,600.00	\$4,600.00	\$41,450.00	\$41,450.00						
13. As-built Drawings	1	L.S.	\$3,500.00	\$3,500.00	\$8,500.00	\$8,500.00	\$6,800.00	\$6,800.00	\$1,010.00	\$1,010.00						
TOTAL BID USING ASPHALT SURFACING				\$253,090.00		\$330,861.00		\$454,022.00		\$695,090.00						



**KAW VALLEY ENGINEERING, INC.**

Office: 785.762.5040  
Fax: 785.762.7744  
Web: www.kveng.com  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

June 14, 2016  
A15D7474

Mr. Ray Ibarra  
City of Junction City, Kansas  
Post Office Box 287  
Junction City, Kansas 66441

**RE: Recommendation of Award of Contract  
US-77 Highway and Interstate 70 Water Line Improvements  
Junction City, Kansas**

Dear Mr. Ibarra:

Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

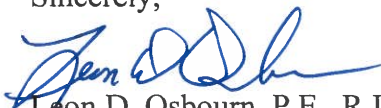
J & K Contracting, LC was the lowest bidder and was \$77,771.00 above the Engineer's Estimate.

We therefore recommend award of this contract to J & K Contracting, LC in the amount of \$330,861.00.

If you would present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

  
Leon D. Osbourn, P.E., R.L.S.  
President

LDO:slm

\\VMJC-FILE\Projects\A15\_7474\Design\Correspondence\Ltr To R Ibarra Re Recommendation Of Award.Docx

**Backup material for agenda item:**

- j. Consideration to Award General Liability and Auto Insurance Bid to Midwest Public Risk from 07-01-2016 to 06-30-2019.

## **City of Junction City**

### **City Commission - Agenda Memo**

Meeting Date: June 21, 2016

To: City Commissioners and Allen Dinkel, City Manager

From: Cheryl S. Beatty, Assistant Manager/Finance Director

Subject: Award of Bid for 3 Year Contract for General Liability and Auto Insurance

---

**Objective:** Award of bid for city general liability and auto insurance for July 1, 2016 thru June 30, 2019.

**Explanation of Issue:** In 2013 the City committed to using a three year cycle for the competitive bid process for general liability and auto insurance. Therefore, it was time to renew the contract for another three-year cycle. As in the past, we hired Charlesworth & Associates, LC as our insurance consultant to go out to bid. They handled the bid process and will be at our meeting to give a full report. Attached is their review letter. As stated in the letter, there was only one qualified bidder, Midwest Public Risk (aka MPR), which is our current provider.

For your information, we have had excellent service from Midwest Public Risk. They have been very responsive to our claims needs, did provide us with professional appraisals of all city buildings, have provided excellent training opportunities for staff, we negotiated the funding for the demolition for the old municipal court building when it was severely water damaged, and they conduct well done safety audits and professional assistance for safety compliance. Attached is information about MPR, which you may also view on their website at [www.mprisk.org](http://www.mprisk.org). In addition, MPR has *not* had an assessment to its' members in over eight years because they transfer all major claims risk to reinsurers. The reinsurers are all AM Best rated with excellent ratings. In addition, MPR does have an independent actuary perform an actuarial analysis on an annual basis for an annual review of net assets and they do calculate how much they should have for claims based on an AM Best calculation. The example given to me for your information: as of 6/30/15, the actuary calculated that the net reserve capital (NRC) target for the property and liability fund was \$7 million. However, the net assets program as of 6/30/15 was \$16.7 million and are comparable through May 2016. This means that MPR is almost 240% of the minimum requirement calculated. MPR has annual audits, is regulated by both State of Kansas and the State of Missouri Insurance Commission, is regulated by the Missouri Workers Compensation Division, and receives annual SSAE 16 reports on internal controls. MPR reported they are in compliance with all rules and regulations for all state agencies, follows the Association of Governmental Risk Pool professional standards, and follows the Government Accounting Standards Board (GASB) accounting and financial standards. I attend the MPR annual meeting, receive copies of their annual financial reports, and would bring any concerns to your attention.

**Recommendation:** Staff recommends the award of a 3-year contract renewal with Midwest Public Risk for general liability and auto insurance.

**Budget Impact:** The City has budgeted for a 10% increase in rates, therefore, the renewal proposal is within the city budget.

**Alternatives:** The City Commission may approve, modify, table or deny the award of this bid.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of bid to Midwest Public Risk for general liability and auto insurance for July 1, 2016 to June 30, 2019. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosure:** Review of Bids Letter – James Charlesworth & Associates, LC  
MPR Information



## CHARLESWORTH & ASSOCIATES, LC

Insurance Consulting & Risk Management

Bob Charlesworth, CPCU, ARM, ALCM, AIS  
James Charlesworth, ARM  
Connie Sargent, ARM  
Joan Dostal, CPCU  
Art Charlesworth, CPCU, CLU, ARM, *Founder Emeritus*

P.O. Box 23588  
Overland Park, KS 66283-0588  
913-851-4730  
Fax: 913-851-1993  
[www.charlesworth.net](http://www.charlesworth.net)

June 13, 2016

Mr. Allen Dinkel  
City Manager  
City of Junction City  
700 N. Jefferson  
Junction City, Kansas 66441

Re: **Property & Liability Insurance**  
**July 1, 2016**

Dear Mr. Dinkel

The following is offered as an overview of the property and liability insurance marketing project. Our firm was retained by the City to assist in the preparation of proposal specifications, management of the underwriting process, reviewing the proposals and preparing a comprehensive spreadsheet comparing coverages, conditions and premiums.

### **Background**

It has been the City's policy to seek competitive insurance proposals on a periodic basis. A full market search was last conducted for the program effective May 15, 2013. With the selection of Midwest Public Risk (MPR), the policy renewal was changed to July 1.

Comprehensive proposal specifications were developed and submitted to the incumbent associational risk sharing program as well as area insurance agencies that had expressed interest in the City's program and responded to a published public notice. The specifications included a detailed proposal format that each participant was required to complete. All agency communication was managed by our office as participants were specifically instructed not to contact the City as this would be a violation of the marketing process.

Four insurance agencies and the incumbent associational risk sharing program were given the opportunity to submit proposals which were due in our office by June 7, 2016. Only one of the insurance agencies offered a partial program (liability only) for City consideration. This was

largely due to the limited number of insurers seeking new business in the public sector as well as the competitive expiring premium. The associational risk sharing program also offered a proposal.

## **Analysis**

The attached spreadsheet includes detailed information regarding proposed products.

### **Midwest Public Risk**

Midwest Public Risk (MPR) is an associational trust owned by the members who share the risk among other public entities in Missouri and Kansas. MPR's board is made up of trust members. This is an assessable trust and includes a 90-day written notice and Commission Resolution in order to withdraw. MPR elected to quote their associational program direct and without agency representation.

MPR has a shared annual liability aggregate of \$25,000,000 applicable to all Kansas MPR members and a \$100,000,000 property loss limit also applicable to all members in Kansas. MPR's general liability policy includes a \$1,000 deductible (\$10,000 deductible for sewer backup claims). Limits of liability are \$2,500,000 per occurrence / \$5,000,000 annual aggregate including a Kansas Tort Claims Act endorsement limiting coverage to the tort cap when applicable. Defense costs are within the limit. MPR offers a 3% loss control credit which is owned by the City to be used as reimbursement for safety and risk exposure reduction. MPR also provides member services such as employment practices reviews, training resources, property appraisals and pre-litigation consulting.

The total contribution for the MPR program is \$220,567 which represents a 3.6% increase over the expiring premium.

### **OneBeacon Insurance Company**

The Coryell Insurance Agency offered a liability proposal from OneBeacon Insurance Company. OneBeacon is an excellent insurer for public entities and has offered a program that is designed to respond to reasonably foreseeable events or exposures. However, since they were unable to offer a property insurance option, the City cannot take their proposal into consideration.

## **Summary**

Associational programs such as MPR do have limitations. They do not maintain an AM Best rating which can impact contractual obligations or bond requirements. They also do not fall within the protection of the Kansas Guaranty Fund which steps in when an insurer becomes insolvent and are subject to assessments if program liabilities exceed capacity, requiring additional capital. Please note that anytime the City considers transferring risk to an associational trust, the financial condition of the Trust is critical and should be reviewed and monitored.

Although no viable options were offered for the City's consideration, the project provided a fair and transparent opportunity for multiple insurance agents and insurance companies to review the exposures and compete for the account. The optional liability premium also confirms the competitiveness of the MPR program costs.

Mr. Dinkel, we have appreciated and enjoyed the opportunity to assist the City on this important project. Please feel free to contact our office if you or the Commission has any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'James Charlesworth', written over a light gray rectangular background.

James Charlesworth, ARM

JC/cs

Encl.

**CITY OF JUNCTION CITY, KANSAS**  
**PROPERTY AND LIABILITY INSURANCE**  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**PREMIUM SUMMARY -**

PROPERTY:	\$	94,617		Not Offered
EARTHQUAKE & FLOOD:		Included		Not Offered
INLAND MARINE:		Included		Not Offered
GENERAL LIABILITY / EBL:	\$	73,308	\$	56,562
LIQUOR LIABILITY:		Included		Included
PUBLIC OFFICIAL LIABILITY:		Included		Included
EMPLOYMENT PRACTICES LIABILITY:		Included		Included
LAW ENFORCEMENT LIABILITY		Included	\$	62,773
AUTOMOBILE:	\$	69,388	\$	79,911
CRIME:		Included		Not Offered
LOSS CONTROL CREDIT:	\$	(16,746)		N/A
BROKER FEE:		None		Commission basis
<b>TOTAL:</b>	<b>\$</b>	<b>220,567</b>	<b>\$</b>	<b>199,246</b>

EXPRING PREMIUM:	\$	212,890
------------------	----	---------

MPR premium includes 3% Loss Control Credit  
owned by City to be used as reimbursement  
for safety and risk exposure reduction.

THIS "SPREADSHEET" IS OFFERED ONLY FOR THE PURPOSE OF OVERVIEWING THE PROPOSALS PRESENTED BY THE AGENTS. REFERENCE TO THE ACTUAL INSURING AGREEMENTS, BY-LAWS AND TRUST AGREEMENTS SHOULD BE MADE FOR DETERMINING SPECIFIC COVERAGES, CONDITIONS AND EXCLUSIONS. THE PREMIUM SUMMARY DOES NOT REFERENCE OPTIONAL COVERAGES AND/OR LIMITS OF COVERAGE THAT MAY HAVE BEEN OFFERED.

**GENERAL -**

**ADVISE WHO PROVIDES THE FOLLOWING:**

REGULATORY AWARENESS AND CONSULTING:	MPR	Carrier
PRE-LITIGATION CONSULTING FOR EMPLOYMENT PRACTICES, LAW ENFORCEMENT, PLANNING & ZONING:	MPR	Carrier
EMPLOYMENT PRACTICES REVIEW:	MPR	Carrier
MEMBERSHIP SCHOLARSHIPS FOR LOCAL & NATIONAL CONFERENCES:	MPR	Not Offered
ON SITE MEMBER TRAINING AS WELL AS ONLINE TRAINING:	MPR	Not Offered
TRAINING RESOURCES LIBRARY:	MPR	Carrier
RISK PREVENTION ADVISORIES	MPR	Carrier
LEXIPOL / POST STATE CERTIFICATION LAW ENFORCEMENT TRAINING PROGRAM:	MPR	Carrier
PROPERTY APPRAISALS:	MPR	Not Offered
LOSS CONTROL CREDIT REGOGNITION PROGRAM:	MPR	Not Offered

**CITY OF JUNCTION CITY, KANSAS**  
**PROPERTY AND LIABILITY INSURANCE**  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

<b><u>RESPOND TO THE FOLLOWING:</u></b>		
ABILITY TO PROVIDE LOSS RUNS QUARTERLY:	Yes	Yes
HANDLE YOUR OWN CLAIMS ADMINISTRATION:	No, CCMI	Yes
LOCATION OF OFFICE THAT ADMINISTERS CLAIMS:	Chesterfield, MO.	Overland Park, KS
DO YOU PARTICIPATE IN A GUARANTY FUND:	No	No
IF THERE IS A PUBLIC BOND REQUIRING AN AM BEST RATING OF A- OR HIGHER, CAN YOU COMPLY?	No	Yes
DO YOU HAVE A FORMAL CLAIMS APPEAL PROCESS:	MPR President/CEO shall decide all questions on coverage. Decision can be appealed to to board.	No
WHAT IS THE CITY'S RESPONSIBILITY SHOULD THEY WISH TO TERMINATE COVERAGE:	90 days written notice and board resolution	30 Day Notice
IS THERE AN INSURANCE CONTRACT OUTLINING COVERAGES AND CONDITIONS:	Yes	Yes
IS YOUR PLAN ASSESSABLE:	Yes	No

**PROPERTY**

INSURER & BEST RATING:	Midwest Public Risk
LIMIT:	Blanket Limit, per property schedule (\$100,000,000 -- KS Pool Loss Limit)
BLANKET:	Yes
RISK OF DIRECT PHYSICAL LOSS:	Yes
AGREED AMOUNT:	Yes (no coinsurance applies)
REPLACEMENT COST:	Yes
INCLUDE PROPERTY OF OTHERS:	Yes, \$100,000
INCLUDE EMPLOYEE PERSONAL EFFECTS:	Yes, \$5,000 Limit
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS :	Yes, on ACV basis
PROPERTY IN TRANSIT LIMIT:	Yes, \$100,000 Limit

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**PROPERTY (Continued)**

INCL. BUILDING ORDINANCE & LAW:	Demolishing of Undamaged -- \$1,000,000 Replacement of Undamaged -- \$1,000,000 Incr. Cost of Construction -- \$1,000,000
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes
INCL. UNINTENTIONAL FAILURE TO SCHEDULE LOCATION:	Yes
INCL. PROPERTY IN THE OPEN:	Yes
ACCOUNTS RECEIVABLE LIMIT:	\$1,000,000
INCL. NEWLY CONSTRUCTED / ACQUIRED LOCATIONS:	\$10,000,000 Building & Contents Combined 120 Days to Report
INCL. GOLF COURSE ENDORSEMENT:	\$10,000 Limit Per Green \$150,000 Each Occurrence \$25,000 Sprinklers & underground wires \$10,000 Flags, ball washers, tee markers and benches
COVERAGE FOR TREES, SHRUBS, ETC.:	\$1,000 Per Item \$25,000 Per Occurrence
SEWER & DRAINS BACKUP:	Yes
INCL. EQUIPMENT BREAKDOWN:	Yes, Comprehensive form \$100,000 Expediting Expenses \$100,000 Hazardous Substances
INCL. DEBRIS REMOVAL:	Yes
INCL. ARCHITECT & ENGINEERING FEES:	Yes
INCL. BUSINESS INCOME & EXTRA EXPENSE: ACTUAL LOSS SUSTAINED: INCL. ORDINARY PAYROLL: PERIOD OF INDEMNITY: EXTENDED PERIOD OF INDEMNITY:	Yes, \$10,000,000 Limit Yes Yes 365 Days None
INCL. DATA PROCESSING EQUIPMENT: RESTORATION OF DATA: RESTORATION OF MEDIA:	Yes \$250,000 Limit \$250,000 Limit
INCL. ON/OFF PREMISES POWER SURGE:	Yes, if surge is caused by a covered peril.
VALUABLE PAPERS & RECORDS:	\$1,000,000 Limit
DEDUCTIBLE:	\$2,500 Per Occurrence
<b>PROPERTY ANNUAL PREMIUM:</b>	<b>\$94,617</b>

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

Midwest Public Risk (MPR)  
Associational Trust

Coryell Insurance  
OneBeacon Insurance

<b>EARTHQUAKE:</b>	\$10,000,000 Limit
INCLUDES EARTH MOVEMENT:	Yes
DEDUCTIBLE:	\$2,500 Per Occurrence
ANNUAL PREMIUM:	<b>Included</b>

<b>FLOOD:</b>	\$10,000,000 Limit
EXCLUDES:	Zones A and V
DEDUCTIBLE:	\$2,500
ANNUAL PREMIUM:	<b>Included</b>

**CONTRACTOR'S EQUIPMENT**

LIMIT:	Included per schedule \$1,000,000 Unscheduled Max Per Item
RISK OF DIRECT PHYSICAL LOSS:	Yes
VALUATION :	Actual Cash Value
COINSURANCE PROVISION:	N/A
CONT. EQUIP. DEDUCTIBLE:	\$2,500 Per Occurrence
<b>INLAND MARINE PREMIUM:</b>	<b>Included</b>

<b><u>GOLF CARTS &amp; MISC. EQUIPMENT:</u></b> (Incl. cameras, golf carts, trailers, etc.)	Included per schedule
DEDUCTIBLE:	\$2,500 Per Occurrence
RISK OF DIRECT PHYSICAL LOSS:	Yes
COINSURANCE PROVISION:	N/A
VALUATION:	Scheduled Value
<b>Golf &amp; Misc. Equipment Premium:</b>	<b>Included</b>

**CITY OF JUNCTION CITY, KANSAS**  
**PROPERTY AND LIABILITY INSURANCE**  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**GENERAL LIABILITY**

INSURER & BEST RATING:	Midwest Public Risk	OneBeacon (A:VIII)
COMMERCIAL GENERAL FORM:	Manuscript	No
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$2,500,000 Each Occurrence \$2,500,000 Personal / Advertising Injury \$5,000,000 General Aggregate \$5,000,000 Products / Comp. Ops. Aggregate (\$25,000,000 Shared Pool Aggregate) Not Noted -- Fire Damage Legal \$5,000 Medical Payments	\$2,000,000 Each Occurrence \$2,000,000 Personal / Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products / Comp. Ops. Aggregate \$300,000 Fire Damage Legal Medical Payments -- Excluded
DEDUCTIBLE:	\$1,000 BI / PD (\$10,000 Sewer Backup)	\$5,000 BI / PD (\$10,000 Sewer Backup)
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
MAXIMUM LIMIT IF TORT CLAIMS ACT IS APPLICABLE:	\$500,000 Each Occurrence	Not Noted
INCL. SEXUAL ABUSE:	Yes, \$2.5M Occurrence / \$5M Aggregate	Yes, \$500,000 Occurrence
INCL. INDEPENDENT CONTRACTORS: (Vicarious liability of City)	Yes	Yes
SUPPLEMENTARY DEFENSE COSTS:	Policy is silent	Yes
INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Included	Deleted
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEERS AND ARCHITECTS:	Yes	Yes
INCLUDE EMT PROFESSIONAL:	Yes	Yes
INCLUDE PARAMEDIC PROFESSIONAL:	Yes	Yes
INCL. MEDICAL DIRECTOR IF ARISING OUT OF DUTIES AS SUCH (non-employee):	Yes	No
INCLUDE AIRPORT PREMISES:	Yes	Yes

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

Midwest Public Risk (MPR)  
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Coryell Insurance  
OneBeacon Insurance

**GENERAL LIABILITY (Continued)**

POLLUTION EXCLUSION DOES NOT APPLY TO SPRAYING OF PAINT, PESTICIDES AND HERBICIDES:	Exclusion applies to all pollution related claims	Yes
INCL. SEWER BACKUP CLAIMS:	Yes(max of 3 claims over 3 years per single address)	Yes
INCL. ALLEGED POLLUTION OF WATER PRODUCTS:	No	Yes, Limited
INCL. WATERCRAFT:	Yes, under 27'	Yes, up to 100 feet
INCL. DAM FAILURE:	Yes	Yes
INCL. FAILURE TO SUPPLY:	No	Yes, \$100,000 Limit
MEDICAL PAYMENTS NOT APPLICABLE TO STUDENTS, RECREATION PROGRAM PARTICIPANTS OR INMATES:	Policy is silent	Total no-fault medical payments exclusion
PREMIUM SUBJECT TO AUDIT:	No	Yes
<b>G.L. ANNUAL PREMIUM:</b>	<b>\$73,308</b>	<b>\$56,562</b>

**EMPLOYEE BENEFIT LIABILITY**

COVERAGE FORM:	Occurrence	Occurrence
LIMITS:	\$1,500,000 Each Claim \$5,000,000 Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000 Each Claim \$1,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Per Claim	\$5,000 Per Claim
<b>E.B.L. ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**LIQUOR LIABILITY**

OCCURRENCE COVERAGE:	Yes	Yes
LIMITS:	Included in GL Limits -- \$2,500,000 Each Claim \$5,000,000 Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
INCL. TORT LIABILITY ENDORSEMENT:	Not Noted	Not Noted
DEDUCTIBLE:	\$1,000	None
<b>LIQUOR LIABILITY ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**CITY OF JUNCTION CITY, KANSAS**  
**PROPERTY AND LIABILITY INSURANCE**  
 JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
 CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**PUBLIC ENTITY MANAGEMENT LIABILITY**

INSURER & BEST RATING:	Midwest Public Risk	OneBeacon (A;VIII)
FORM:	Claims Made	Occurrence
RETRO DATE:	5/15/08	N/A
LIMITS OF LIABILITY:	\$2,500,000 Each Wrongful Act \$5,000,000 Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Each Wrongful Act	\$5,000 Each Wrongful Act
\$0 DEDUCTIBLE FOR EXPENSES:	No, Subject to deductible	Yes
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. CITY ATTORNEY, PROSECUTOR, & JUDGE (WITHIN SCOPE OF EMPLOYMENT):	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCLUDES "ALL EMPLOYEES":	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
PLAINTIFF FEES COVERED AS "DAMAGES" IF SO AWARDED:	Yes	Yes
INCL. EMPLOYED NOTARIES:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ALLEGATIONS UNTIL FINDING OF FACT:	No	Yes
INCLUDES AIRPORT BOARD:	Yes	Yes
INCLUDES ALL ADVISORY BOARDS:	Yes	Yes
INCLUDES CITY EMPLOYEES ON OUTSIDE BOARDS WHEN REPRESENTING THE CITY:	Yes	Yes
ANNUAL PREMIUM:	Included	Included

**CITY OF JUNCTION CITY, KANSAS**  
**PROPERTY AND LIABILITY INSURANCE**  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**EMPLOYMENT PRACTICES LIABILITY**

INSURER & BEST RATING:	MPR / GEM / Munich Re	OneBeacon (A:VIII)
FORM:	Claims Made	Claims Made
RETRO DATE:	05/15/08	N/A
LIMITS OF LIABILITY:	\$1,500,000 Each Wrongful Act \$5,000,000 Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Each Wrongful Act	\$5,000 Each Wrongful Act
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCLUDES "ALL EMPLOYEES":	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
PLAINTIFF FEES COVERED AS "DAMAGES" IF SO AWARDED:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ALLEGATIONS UNTIL FINDING OF FACT:	Yes	Yes
INCL. WRONGFUL TERMINATION & FAILURE TO PROMOTE:	Yes	Yes
INCL. AIRPORT ADVISORY BOARD:	Yes	Yes
INCL. EEOC/KHRC MEDIATION & DEFENSE SETTLEMENTS:	Yes, if mediation is ordered by EEOC	Yes
INCL. DEFENSE & WAGES ARISING FROM COLLECTIVE BARGAINING AGREEMENTS:	No	Yes
INCL. BACKWAGES & BENEFITS:	No	Yes
INCL. DEFENSE FOR NON-MONETARY CLAIMS:	No	Yes
ANNUAL PREMIUM:	Included	Included

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

Midwest Public Risk (MPR)  
Associational Trust

Coryell Insurance  
OneBeacon Insurance

**LAW ENFORCEMENT LIABILITY**

INSURER & BEST RATING:	MPR / GEM / Munich Re	OneBeacon (A:VIII)
FORM:	Occurrence	Claims Made
RETRO DATE:	Not Applicable	5/15/10
LIMITS OF LIABILITY:	\$1,500,000 Each Wrongful Act \$5,000,000 Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Per Claim Incl. Defense	None
"WRONGFUL ACT" COVERAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	No	Yes
PLAINTIFF FEES COVERED AS "DAMAGES" IF SO AWARDED:	Yes	Yes
INCLUDE AUTHORIZED MOONLIGHTING:	Yes Yes	Yes Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDE ACTS OF POLICE DOGS:	Yes	Yes
INCLUDE ACTS OF ANIMAL CONTROL:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ALLEGATIONS UNTIL FINDING OF FACT:	Yes	Yes
INCL. INTENTIONAL ACTS TO PROTECT LIFE AND/OR PROPERTY:	Yes	Yes
ANNUAL PREMIUM:	Included	\$62,777

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

**Midwest Public Risk (MPR)**  
**Associational Trust**

**Coryell Insurance**  
**OneBeacon Insurance**

**AUTOMOBILE**

INSURER & BEST RATING:	MPR / GEM / Munich Re	OneBeacon (A:VIII)
LIABILITY LIMITS :	\$1.5M Per Occurrence / \$5M Aggregate (\$25,000,000 Shared Pool Aggregate)	\$1,000,000
INCL. TORT LIABILITY ENDT:	Yes	Not Noted
UNINSURED/UNDER. MOTORIST:	\$100,000 /\$200,000 Each Occurrence	\$50,000 Each Occurrence
MEDICAL PAYMENTS:	\$5,000	No coverage
SYMBOL "ONE" (ANY AUTO) LIABILITY:	Yes	Yes
HIRED & NON-OWNED LIABILITY:	Included	Included
EMPLOYEES AS INSURED:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Included	Deleted
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
FLEET BASIS COVERAGE (NO REPTG REQUIREMENTS - SUBJECT TO AUDIT):	Yes	Not Noted
LIABILITY DEDUCTIBLE:	\$1,000 Per Accident	Not Noted
<b>AUTO LIABILITY ANNUAL PREMIUM:</b>	<b>\$69,388</b>	<b>\$79,911</b>

**AUTO PHYSICAL DAMAGE**

PER SCHEDULE:	Yes	Yes
AUTO PHYSICAL DAMAGE DEDUCT -	\$500 Comprehensive \$500 Collision	Not Noted Not Noted
FLEET BASIS COVERAGE (NO REPORTING REQUIREMENTS - SUBJECT TO AUDIT):	Yes	Yes
<b>PHYSICAL DAMAGE ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**GARAGEKEEPER'S PHYSICAL DAMAGE**

COMPREHENSIVE:	\$1,000 Per Vehicle	\$1,,000 Limit \$1,000 Deductible per vehicle
COLLISION:		\$1,000 Limit \$1,000 Deductible per vehicle
<b>GARAGEKEEPER'S ANNUAL PREMIUM:</b>	<b>Included with GL</b>	<b>Included</b>

**HIRED PHYSICAL DAMAGE**

LIMIT:	Included	Not Offered
DEDUCTIBLE:	\$500 Comprehensive \$500 Collision	
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
CARRIER:

Midwest Public Risk (MPR)  
Associational Trust

Coryell Insurance  
OneBeacon Insurance

**CRIME COVERAGE**

INSURER & BEST RATING:	Midwest Public Risk
<u>PUBLIC EMPLOYEES BLANKET TYPE FORM "O":</u>	
FAITHFUL PERFORMANCE OF DUTY:	Yes
LIMITS EXCESS OVER POSITION BONDS:	No
LIMIT:	\$1,000,000
DEDUCTIBLE:	\$1,000
<b>ANNUAL PREMIUM:</b>	<b>Included</b>

FORGERY & ALTERATION:

LIMIT:	Covered under liability
FORGERY & ALTERATION DEDUCT:	\$1,000
<b>FORGERY ANNUAL PREMIUM:</b>	<b>Included</b>

THEFT, DISAPPEARANCE & DESTRUCTION:

MONEY & SECURITIES INSIDE LIMIT:	\$1,000,000 Per Loss
MONEY & SECURITIES OUTSIDE LIMIT:	\$1,000,000 Per Loss
TD&D DEDUCTIBLE:	\$1,000 Per Loss
<b>TD&amp;D ANNUAL PREMIUM:</b>	<b>Included</b>

COMPUTER FRAUD:

LIMIT:	Covered under liability
FORGERY & ALTERATION DEDUCT:	\$1,000
INCLUDE WIRE TRANSFERS:	Policy is silent
<b>FRAUD ANNUAL PREMIUM:</b>	<b>Included</b>

FUNDS TRANSFER COVERAGE:

LIMIT:	Covered under liability
FORGERY & ALTERATION DEDUCT:	\$1,000
<b>FUNDS TRANSFER PREMIUM:</b>	<b>Included</b>

CITY OF JUNCTION CITY, KANSAS  
PROPERTY AND LIABILITY INSURANCE  
JULY 1, 2016 TO JULY 1, 2017

AGENCY:  
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Midwest Public Risk (MPR)  
Associational Trust

Coryell Insurance  
OneBeacon Insurance

**PUBLIC ENTITY CYBER  
LIABILITY**

INSURER:	Beazley
OCCURRENCE FORMAT:	Yes
LIMIT:	\$2,000,000 Total Limit
INCL. CRISIS MANAGEMENT / NOTIFICATION COVERAGE:	Yes
INCL. NETWORK SECURITY COVERAGE:	Yes
INCL. MEDIA LIABILITY COVERAGE:	Yes
INCL. INFORMATION ASSET COVERAGE:	Yes
DEDUCTIBLE:	\$5,000 Per Occurrence
<b>CYBER LIABILITY ANNUAL PREM.</b>	<b>Included</b>

**MISCELLANEOUS -**

A) REQUIREMENTS ON PURCHASING COVERAGES COLLECTIVELY OR SEVERALLY:	Not Noted	Not Noted
B) PREMIUM PAYMENT PLAN:	Not Noted	15% Down plus monthly installments
C) SUBSEQUENT RENEWALS RECEIVED 60 DAYS PRIOR TO EXPIRATION:	Not Noted	Yes
D) LOSS INFORMATION PROVIDED:	Not Noted	Yes
E) POLICY CONTRACTS RECEIVED WITHIN 60 DAYS OF INCEPTION:	Not Noted	Yes
F) TIMELINESS OF RESPONSE TO RFP	Proposal Format was received a few hours past the deadline.	Proposal Format received by deadline

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## WHO IS MPR?

Since 1983, MPR (formerly known as MARCIT) has been a growing family of public entities in Missouri and Kansas who have found that the concept of public pooling is the answer to "best service, best price." MPR represents the interests of 170+ public entities that rely on the organization to be a trusted advisor, an advocate, and a resource for their risk management and health benefits needs. Because of a unique blend of services specifically tailored to meet the needs of local governments, MPR has a proven track record of success.

As a Member-driven organization, MPR Member Representatives participate in collective ownership by directing pool services and encouraging staff to solve Member needs. This is MPR's greatest success.

MPR offers three distinct lines of coverage to its Members: Health Benefits, Property & Liability, and Workers' Compensation (Missouri only). MPR is not an insurance company, rather the self-funded administrator of the pool's coverage programs.

MPR Members & Owners include:

- Cities
- Counties
- School Districts
- Special Districts

## Health Benefits

- Health Departments
- Fire Protection Districts
- Ambulance Districts
- Election Boards
- Housing Authorities

## Safety & Risk Management

## Wellness

MPR is regulated by both the state of Kansas and the state of Missouri; audits of the program are done on a continual basis for financial integrity.

## Training & Resources

MPR - Midwest Public Risk

19400 East Valley View

Parkway

Independence, MO 64055

(View on Google Maps)

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tel: (816) 292-7500

fax: (816) 292-7599

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## **WHY CHOOSE MPR?**

### **Membership**

Your public entity becomes a Member, not just a customer. Because our pool is a public entity itself, your membership provides an avenue to other Missouri and Kansas political subdivisions who share your interests. The program moves in the direction chosen by its Member entities.

### **Representation**

Every public entity provides one of their full-time employees to serve as a Member Representative to the pool. Members vote to select the Board who guides MPR. Additional opportunities for participation are provided through the advisory committees.

### **Financial Stability and Coverage**

The plan documents are specifically designed to provide the most comprehensive coverage necessary for public entities. This is coupled with the commitment to change these plans when necessary to meet specific needs. The policy year begins July 1st and budget contributions for all programs are determined by May 1st. Pricing is very competitive when compared to any other insurance available.

## Health Benefits

## Safety & Risk Management

## Wellness

## Training & Resources

MPR - Midwest Public Risk  
19400 East Valley View  
Parkway  
Independence, MO 64055  
(View on Google Maps)

tel: (816) 292-7500  
fax: (816) 292-7599

## Cooperation

Working together is a two-way street and provides the foundation for success. The program assists your entity with wellness and risk management training and expects Member interest and participation in operating your organization in ways that minimize risk for all concerned.

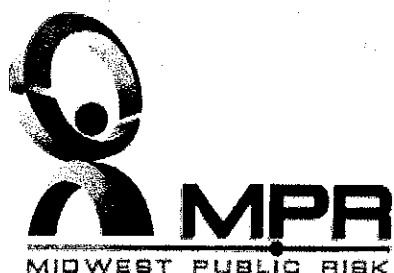
## Philosophy and Approach

The focus in our Health Benefit program is on employee wellness. Similarly, in our Property/Liability Programs the focus is loss prevention. Rather than limiting our attention to efficient claim payments, Members are encouraged to direct their primary efforts to preventing or minimizing losses. Our focus for Workers' Compensation is also loss prevention, emphasizing a safe work environment and best practices.

## Expertise

Services are provided by competent, professional personnel who understand the needs of public entities. Our 21 full-time staff members have over 100 years of combined local government experience. MPR retains business partners who are considered "best in class."

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## WHAT IS A PUBLIC ENTITY RISK POOL?

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The concept is called a pool because a group of organizations join together to pool their resources and risks. MPR is more specifically a public entity risk pool because the term "organizations", in our case, refers to public entities such as (but not limited to) counties, cities, and even school districts. Organizations are better known as Members. A public entity risk pool may also be referred to as an intergovernmental risk pool or a public sector risk pool.

A public entity risk pool is owned and governed by its Members. Members elect a board of directors to set the course for the pool's goals. Many pools, such as MPR, have a full-time staff to run the day-to-day operations. Additionally, public entity risk pools are not-for-profit; therefore a major goal is always to reduce risk, which in turn reduces cost. Public entity risk pools are able to offer more stable rates due to the spread of risk and economies of scale.

Risk pools began in the late 70's, through state legislature, and since then the industry has made great strides in regulation. The Association of Governmental Risk Pools (AGRIP) for example, establishes a model of professional standards. The Government Accounting Standards Board

## Health Benefits

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(GASB) provides the foundation for accounting and financial standards.

## Safety & Risk Management

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## Wellness

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## Training & Resources

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**Backup material for agenda item:**

- k. Consider the Supplemental Agreement #1- Phase II Inspection and Testing Services for the 2016 KLINK project with Kaw Valley Engineering, Inc.

# City of Junction City

## City Commission

### Agenda Memo

06-15-2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Supplemental Agreement #1-Phase II Inspection and Testing Services**

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**Objective:** Consider an agreement from Kaw Valley Engineering, Inc. for Supplemental Agreement #1-Phase II Inspection and Testing Services for the 2016 Washington Street KLINK project.

**Explanation of Issue:** At the last City Commission a contract with Bayer Construction was approved for the 2016 Washington Street KLINK project. Inspection and testing services are needed for the project. Kaw Valley Engineering, Inc. is submitting a proposal for these service in an amount not to exceed \$32,835.00.

**Budget Impact:** The entire cost, not to exceed \$32,835.00, will probably be paid by the City using Special Street and Highway Funds. This cost would be eligible for participation with KLINK funds, but the maximum KLINK funding for this project is \$200,000.00. Since the cost of the construction contract is \$446,262.60 there may not be adequate KLINK funds available. However if the final cost of construction is under \$400,000.00 there may be some KLINK funds available to pay for part or all of the inspection and testing services. In other words the City will receive up 50 percent of the cost of the project and inspection and testing services up to \$200,000.00

**Staff Recommendation:** Staff recommends approval of this agreement.

**Recommended Motion:** I move to approve the agreement for inspection and testing services for the 2016 Washington Street KLINK project with Kaw Valley Engineering, Inc. in an amount not to exceed \$32,835.00.

**Attachments:** Supplemental Agreement #1-Phase II Inspection and Testing Services.

## Supplemental Agreement #1

to the

### Agreement for Preliminary Engineering Services

2016 Washington Street (US-40B) KLINK Project – US 40B from Chestnut Street to Ash Street  
City of Junction City, Kansas

This “Supplemental Agreement #1”, made this \_\_\_\_\_, day of \_\_\_\_\_, 2016, by and between the City of Junction City (hereinafter “City”), and Kaw Valley Engineering, Inc. (hereinafter “Consultant”), for the performance of additional services related to construction inspection and materials testing activities for the 2016 Washington Street KLINK Project (hereinafter “Project”);

Let it be known by all parties that, as per prior request by the City, the actual limits of this Project shall be US40B from Chestnut Street to the I-70 Roundabout despite the identification above and in the title of the original Agreement for Preliminary Engineering Services. The scope of services and compensation specified in this Supplemental Agreement #1 shall reflect services performed over the actual limits of this Project being US40B from Chestnut Street to the I-70 Roundabout.

The following are additional services as requested by the City to supplement the original **SCOPE OF SERVICES – PHASE I** and are proposed to be made a part of the Agreement for Preliminary Engineering Services:

#### **SCOPE OF SERVICES – PHASE II**

Upon execution of a contract for construction, the Consultant shall provide the following outlined Construction Inspection & Materials Testing services:

1. Daily Construction Observation & Contract Reports - The Consultant shall provide a KDOT prequalified Construction Inspector to perform daily field inspection of construction activities, complete project coordination and daily inspection reports and enforce conformance to the contract documents and specifications. The provided Construction Inspector shall also be available to the public for providing guidance and answering questions while on-site during contracted construction activities.
2. Materials Testing & Certification - The Consultant shall provide a KDOT-certified Asphalt QA/QC Technician to perform materials testing of plant mix bituminous materials at the project site, at the source asphalt plant and at supplying quarries, as well as determining approval of certifications for all ingredient materials, for conformance to the contract documents and specifications.
3. Contract Final Observation & Documentation - The Consultant shall perform final project observation, punchlist preparation, pay request review and contract administration/documentation as per the contract documents for conformance to the contract documents and specifications and Project close-out.

#### **COMPENSATION**

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project in accordance with the “Fee Schedule - Phase II Inspection & Testing Services” included with this Supplemental Agreement #1. For the purposes of this Supplemental Agreement #1, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project shall be \$32,835.00.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said “Fee Schedule - Phase II Inspection & Testing Services”. An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these Scope of Services for Phase II of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Supplemental Agreement #1 as of the date first above written.

**Consultant:**  
KAW VALLEY ENGINEERING, INC.

By: \_\_\_\_\_  
Chad D. McCullough, P.E.

Title: Project Manager

Date: \_\_\_\_\_

**City:**  
CITY OF JUNCTION CITY

By: \_\_\_\_\_  
Allen Dinkel

Title: City Manager

Date: \_\_\_\_\_

**FEE SCHEDULE - Phase II Inspection & Testing Services**

FY2016 WASHINGTON STREET (US-40B) KLINK PROJECT - US-40B FROM CHESTNUT STREET TO ASH STREET

KDOT PROJ. NO. U40B-31 U-0294-01

CITY OF JUNCTION CITY, KANSAS

**1. Daily Construction Observation & Contract Reports -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Senior Engineering Technician	\$70.00	320	22,400.00
			<b>\$22,400.00</b>

**2. Materials Testing & Certification -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	12	\$1,080.00
Senior Engineering Technician	\$70.00	60	4,200.00
Materials Technician II	\$65.00	60	3,900.00
Administrative Assistant II	\$34.00	8	272.00
			<b>\$9,452.00</b>

**3. Contract Final Observation & Close-Out Documentation -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	4	360.00
Senior Engineering Technician	\$70.00	4	280.00
Administrative Assistant II	\$34.00	4	136.00
			<b>\$776.00</b>

Direct Expenses:

Truck Mileage -	360	miles @	\$0.575	=	\$207.00
					<b>\$207.00</b>

<b>Total for Phase II Inspection &amp; Testing</b>	<b>=</b>	<b>\$32,835.00</b>
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**Backup material for agenda item:**

- I. Consider the Agreement for Inspection and Testing Services for the 2016 Asphalt Street Maintenance Project with Kaw Valley Engineering, Inc.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

06-15-2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **Agreement for Inspection and Testing Services**

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**Objective:** Consider an agreement from Kaw Valley Engineering, Inc. for Inspection and Testing Services for the 2016 Asphalt Street Maintenance Project.

**Explanation of Issue:** At the last City Commission a contract with Bayer Construction was approved for the 2016 Asphalt Street Maintenance project. Inspection and testing services are needed for the project. Kaw Valley Engineering, Inc. is submitting a proposal for these service in an amount not to exceed \$45,898.00.

**Budget Impact:** The entire cost, not to exceed \$45,898.00, will be paid from the Street Budget.

**Staff Recommendation:** Staff recommends approval of this agreement.

**Recommended Motion:** I move to approve the agreement for inspection and testing services for the 2016 2016 Asphalt Street Maintenance Project with Kaw Valley Engineering, Inc. in an amount not to exceed \$45,898.00.

**Attachments:** Agreement for Inspection and Testing Services.

## **Agreement for Inspection & Testing Services**

2016 Asphalt Street Maintenance Project  
City of Junction City

This "Agreement", made this \_\_\_\_\_, day of \_\_\_\_\_, 2016, by and between the City of Junction City (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of construction inspection and materials testing activities related to the 2016 Asphalt Street Maintenance Project (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

### **SCOPE OF SERVICES**

Upon execution of a contract for construction, the Consultant shall provide the following outlined Construction Inspection & Materials Testing services:

1. Daily Construction Observation & Contract Reports - The Consultant shall provide a KDOT prequalified Construction Inspector to perform part-time observations of the daily traffic control and construction activities. Said Construction Inspector shall complete project coordination and daily inspection reports, as well as enforcing conformance to the contract documents and specifications. The provided Construction Inspector shall also be available to the public for providing guidance and answering questions while on-site during contracted construction activities.
2. Materials Testing & Certification - The Consultant shall provide a KDOT-certified Asphalt QA/QC Technician to perform materials testing of plant mix bituminous materials at the project site, at the source asphalt plant and at supplying quarries as deemed necessary, as well as determining approval of certifications for all ingredient materials, for conformance to the contract documents and specifications.
3. Contract Final Observation & Documentation - The Consultant shall perform final project observation, punchlist preparation, pay request review and contract administration for required documentation as per the contract documents for proceeding to the Project close-out.

### **COMPENSATION**

The City shall compensate the Consultant for satisfactory completion of the above listed Scope of Services on this Project in accordance with the "Fee Schedule - Construction Inspection & Materials Testing Services" included with this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of these Scope of Services on this Project shall be \$45,898.00.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Schedule - Construction Inspection & Materials Testing Services". An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these Scope of Services for Phase II of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

**Consultant:**  
KAW VALLEY ENGINEERING, INC.

By: \_\_\_\_\_  
Chad D. McCullough, P.E.

Title: Project Manager

Date: \_\_\_\_\_

**City:**  
CITY OF JUNCTION CITY

By: \_\_\_\_\_  
Allen Dinkel

Title: City Manager

Date: \_\_\_\_\_

**FEE SCHEDULE - Construction Inspection & Materials Testing Services**

**2016 ASPHALT STREET MAINTENANCE PROJECT**

**CITY OF JUNCTION CITY, KANSAS**

**1. Daily Construction Observation & Contract Reports -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	60	\$5,400.00
Senior Engineering Technician	\$70.00	360	<u>25,200.00</u>
			<b>\$30,600.00</b>

**2. Materials Testing & Certification -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	8	\$720.00
Senior Engineering Technician	\$70.00	90	6,300.00
Materials Technician II	\$65.00	90	5,850.00
Administrative Assistant II	\$34.00	16	<u>544.00</u>
			<b>\$13,414.00</b>

**3. Contract Final Observation & Close-Out Documentation -**

<u>Employee Classification</u>	<u>Salary</u>	<u>Hours</u>	<u>Extension</u>
Supervisor of Field Services	\$90.00	2	180.00
Senior Engineering Technician	\$70.00	8	560.00
Administrative Assistant II	\$34.00	4	<u>136.00</u>
			<b>\$876.00</b>

Direct Expenses:

Truck Mileage -	1800	miles @	\$0.56	=	<u>\$1,008.00</u>
					<b>\$1,008.00</b>

<b>Total for Construction Inspection &amp; Materials Testing Services</b>	<b>=</b>	<b><u>\$45,898.00</u></b>
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**Backup material for agenda item:**

- m. Discuss the Spring Valley Road's annexation and the Sanitary Sewer Extension.

# City of Junction City

## City Commission

### Agenda Memo

06-17-2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Spring Valley Road Area Sanitary Sewer Extension

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**Objective:** Discuss the history of the annexation of the area in the Spring Valley Road area and solutions to resolve issues regarding this annexation and the failing private sewer systems. .

**Explanation of Issue:** Recently there was a concern from a property owner 1317 S. Spring Valley Road concerning the failure of their privately owned septic system. At the last meeting Leon Osbourn of Kaw Valley Engineering presented options on how to connect that property to the City sanitary sewer system. He presented options for that one property but also had options to connect others in that area.

Many have told me that when this property was annexed into the City the City promised that they would provide certain services to those properties at some point in the future at no cost to the property owners in the area and this had not been done. Initially I was told there was no proof of those agreements, but after research here in the City Office we discovered documents that outline this entire process.

The first item is an Extension of Services under K.S.A. 12-520b. This document appears to outline the manner in which services will be extended and provided to the properties to be annexed. In the case of this issue please refer to the last section on Water and Sewer Utility. It states city water and sewer services have been recently extended to the area to be annexed or are in the process of being so extended. It does state there may be “hook on” fees for annexed residents utilizing city water and sewer services but no major benefit districts are anticipated. It also states that there will be no special financial impact on residents of the annexed area.

I have attached Resolution R-2266 and R-2267. These lists the streets and the properties that were proposed to be annexed and the public hearing date. The next item is the minutes of the City Commission meeting of what I believe was the September 19, 2006 meeting. The front page show September 18, 2006 and then the first paragraph states August 15, 2006. The two resolutions however are mentioned in the minutes and were approved. Also in the last paragraph the date of a September 19, 2006 meeting is mentioned.

The next item is the minutes of the November 21, 2006 meeting. At that time the City had two readings of an ordinance to be considered. This is followed by the minutes of the December 5, 2006 meeting and the two ordinances that were adopted that annexed this area. Also there is a news clipping from the Daily Union that I was given.

**Budget Impact:** At the last meeting some estimates were given for various options. All of these appear to be a cost to the City that may not be able to be shared with the property owners in this area. The City will need to consider financing options and also decide on design and construction options. Timing is of the essence as there is one resident with a failing sewer system at this time.

**Staff Recommendation:** This is an interesting situation as it does appear that the City Commission in 2006 made an agreement and in essence obligated a future governing body to complete and pay for the improvements. You will often hear me say that a governing body cannot bind a future governing body. On the other hand I believe it was indicated that these improvements were being made. Unfortunately it appears that did not occur, however one could argue that the City did not perform as promised. . Ultimately it is my belief that the City should act in a proper manner and be true to their intentions. Like many others, I have no idea why the improvements were not made. If the City wishes to annex more property in the future I feel it is very important to “do as was apparently promised.”

**Recommended Motion:** I am not listing any recommend motions as much will depend on what is discussed and more research may be needed before action is taken.

**Attachments:** Extension of City Services under K.S.A. 12-520b (Annexation Resolutions R-2266 & R-2267); Resolution No –R-2266; Resolution No. R-2267; Minutes of September 19, 2006 meeting (but shows as September 18, 2006; Minutes of November 21, 2006 meeting, Minutes of the December 5, 2006 meeting; Ordinance S-2888; Ordinance S-2889; News Clipping from the November 22, 2006 Daily Union; KVE Sanitary Sewer Spring Valley area report; and map of Spring Valley area.

EXTENSION OF CITY SERVICES UNDER K.S.A. 12-520b  
(Annexation Resolutions R-2266 & R-2267)

The City of Junction City is proposing to annex into its city limits certain tracts of land and roadways adjoining the City. Under K.S.A. 12-520b, when a city proposes such action it must adopt a plan whereby it indicates how and when it is planning to extend city services to the roadways and properties to be annexed.

**SKETCH MAP AND UTILITIES:**

The land and roadways to be annexed are shown on Attachment A, a sketch map. It shows the present boundaries of the city, present streets, water mains, sewers and other city utility lines and their proposed extension and the general land use pattern in the area(s) to be annexed. The number of residential dwelling units included in the area to be annexed is estimated to be 23.

**SERVICES:**

Police Services: The Junction City Police Department, consisting of 52 sworn officers and 19 support personnel, is adequate to provide immediate full police services to the area to be annexed. No additional funding for police services will be required due to this annexation. The police services provided by the City are equal to or better than those provided by the County Sheriff's Department.

Fire/Rescue/Ambulance Services: The current complement 47 firefighters/emergency responders, 7 pieces of fire fighting apparatus and 4 ambulances are sufficient to provide immediate full fire/rescue and ambulance services to the areas to be annexed. The Ambulance service is currently county wide in its scope. No additional funding for fire/rescue and ambulance services will be required due to this annexation. City fire/rescue services are at the same level or better than the similar services provided to the area to be annexed by the County Fire Department.

Garbage and Refuse Collection: Garbage and refuse services will be at the option of the resident of the annexed area. City Code provides for required garbage pick up, but the resident may utilize the city's service or contract with a licensed hauler. There will be no specific financial impact on residents of the annexed area.

Water and Sewer Utility: City water and sewer services have recently been extended to the area to be annexed or are in the process of being so extended. In as much as the City provided its water to Rural Water District # 1, water quality will not diminish as a result of annexation. Most of the area is currently service by septic systems. Inclusion of city sewers will improve the sanitary sewer services to the area. There may be "hook on" fees for annexed residents utilizing city water and sewer services but no major benefit districts are anticipated. The recently completed and current water and sewer improvements servicing the annexed area will be financed by bonded indebtedness. The financial impact of said improvements will be spread over the entire tax base of the city. There will be no special financial impact on residents of the annexed area.

PASSED AND ADOPTED BY THE CITY COMMISSION SEPTEMBER 19, 2006

**RESOLUTION NUMBER R- 2266**

**BEFORE THE CITY COMMISSION OF JUNCTION CITY, KANSAS**

**A RESOLUTION CONCERNING ANNEXATION OF ROADWAYS ADJOINING  
THE CITY OF JUNCTION CITY, KANSAS**

Whereas, certain roadways described hereinafter adjoin the City of Junction City, Kansas, and

Whereas, the City of Junction City is considering annexation of these roadways pursuant to K.S.A. 12-520, and

Whereas, the annexation of these roadways will allow the City of Junction City to provide additional services to these properties adjacent thereto and allow for the orderly growth and expansion of the city and make the city boundaries straight and harmonious.

NOW THEREFORE be it resolved by the Governing Body of the City of Junction City, Kansas that consideration of the annexation of these roadways take place as follows:

1. A public hearing will be held to consider the annexation of such land on the 21st day of November, 2006 at 7:00 o'clock pm at the Junction City Commission Chambers, Municipal Building, 700 N. Jefferson Street, Junction City, Kansas 66441.
2. The roadways proposed to be annexed are described as follows:

**ROAD RIGHT OF WAY ANNEXATION**  
(Spring Valley Road and Rucker Road)

**Parcel # A:**

**LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
FROM OLD HIGHWAY 40 NORTH TO I-70 HIGHWAY**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY KANSAS, TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22;  
THENCE ON AN ASSUMED BEARING OF N 00° 36' 04" W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD US 40 HIGHWAY;  
THENCE N 89° 23' 56" E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 6.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY

ROAD SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;  
THENCE N 01° 45' 51" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 261.80 FEET;  
THENCE N 01° 46' 56" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 105.88 FEET;  
THENCE N 02° 45' 11" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 136.40 FEET;  
THENCE N 05° 31' 45" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 205.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF I-70 HIGHWAY;  
THENCE S 81° 56' 17" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 41.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE S 05° 31' 45" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 196.63 FEET;  
THENCE S 02° 45' 11" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 138.96 FEET;  
THENCE S 01° 46' 56" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 107.46 FEET;  
THENCE S 01° 45' 51" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 260.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLD US 40 HIGHWAY;  
THENCE S 89° 23' 56" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING;  
CONTAINS 0.649 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # B:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTIONS 3 AND 4, T-12-S, R-5-E

A TRACT OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY, KANSAS, DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 1 OF WEST ACRES SUBDIVISION TO GEARY COUNTY SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE N 07° 17' 08" E ON AN ASSUMED BEARING ON A LINE PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 232.04 FEET TO THE CENTERLINE OF NOW VACATED SHOFFNER ROAD;  
THENCE S 89° 41' 02" W ALONG SAID CENTERLINE A DISTANCE OF 10.09 FEET TO A POINT 30.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 30.00 FEET WEST OF SAID EAST LINE OF SECTION 4 A DISTANCE OF 272.39 FEET;

THENCE N 89° 41' 02" E ON A LINE PARALLEL TO THE CENTERLINE OF NOW  
VACATED SHOFFNER ROAD A DISTANCE OF 10.09 FEET TO A POINT 20.00 FEET  
WEST OF SAID EAST LINE OF SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 20.00 FEET WEST OF SAID  
EAST LINE OF SECTION 4 A DISTANCE OF 2125.73 FEET TO A POINT ON THE SOUTH  
LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;  
THENCE S 89° 38' 42" W ALONG SAID SOUTH LINE A DISTANCE OF 10.09 FEET TO A  
POINT 30.00 WEST OF THE EAST LINE OF SAID SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 30.00 FEET WEST OF THE  
EAST LINE OF SAID SECTION 4 A DISTANCE OF 1339.99 FEET TO A POINT ON THE  
SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
SAID SECTION 4;  
THENCE N 89° 38' 02" E ALONG SAID SOUTH LINE A DISTANCE OF 10.09 FEET;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 20.00 FEET WEST OF THE  
EAST LINE OF SAID SECTION 4 A DISTANCE OF 672.69 FEET;  
THENCE S 89° 39' 16" W A DISTANCE OF 5.04 FEET TO THE SOUTHEAST CORNER OF  
LOT 1, BLOCK 1 JOHNSON'S BOAT-RV STORAGE ADDITION TO GEARY COUNTY,  
KANSAS;  
THENCE N 07° 17' 08" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF  
130.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF US-77 HIGHWAY;  
THENCE S 82° 42' 33" E A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SPRING  
VALLEY ROAD RIGHT-OF-WAY;  
THENCE CONTINUING S 82° 42' 33" E A DISTANCE OF 20.00 FEET TO A POINT ON  
THE EAST LINE OF SPRING VALLEY ROAD RIGHT-OF-WAY;  
THENCE S 07° 17' 08" W ON A LINE PARALLEL TO AND 20.00 FEET EAST OF THE  
WEST LINE OF SAID SECTION 3 A DISTANCE OF 2137.09 FEET TO A POINT ON THE  
SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE S 07° 17' 08" W ON A LINE PARALLEL TO AND 20.00 FEET EAST OF THE  
WEST LINE OF SAID SECTION 3 A DISTANCE OF 2629.96 FEET TO A POINT ON THE  
NORTH LINE OF K-18 HIGHWAY RIGHT-OF-WAY;  
THENCE S 89° 42' 59" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF  
40.35 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS,  
RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # C**

LEGAL DESCRIPTION -- SPRING VALLEY ROAD  
ANNEXATION THRU I-70

A TRACT OF LAND LOCATED IN SECTIONS 15, 16, 21 & 22, TOWNSHIP 12  
SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, GEARY COUNTY,  
KANSAS, FOR ROAD ANNEXATION PURPOSES ONLY, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 15, 16, 21 AND 22;  
THENCE WEST ON THE SOUTH LINE OF SECTION 16 A DISTANCE OF 20.00  
FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST ALONG SAID SOUTH LINE OF SECTION 16 A  
DISTANCE OF 30.00 FEET;  
THENCE NORTH AND 50.00 FEET WEST OF THE EAST LINE OF SAID SECTION  
16 A DISTANCE OF 239.70 FEET;  
THENCE NORTHEASTERLY A DISTANCE OF 202.25 FEET TO A POINT 20.00  
FEET WEST OF SAID EAST LINE OF SECTION 16;  
THENCE EAST A DISTANCE OF 40.00 FEET TO A POINT BEING 20.00 FEET  
EAST OF THE WEST LINE OF SECTION 15;  
THENCE SOUTHEASTERLY A DISTANCE OF 215.40 FEET TO A POINT BEING  
100.00 FEET EAST OF SAID WEST LINE;  
THENCE SOUTH 239.70 FEET TO THE NORTH LINE OF SECTION 22;  
THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET;  
THENCE SOUTH A DISTANCE OF 560.30 FEET TO THE SOUTHERLY RIGHT-  
OF-WAY LINE OF INTERSTATE 70 HIGHWAY;  
THENCE WEST 110.00 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY  
LINE OF SPRING VALLEY ROAD;  
THENCE CONTINUING WEST A DISTANCE OF 40.00 FEET TO THE WEST  
RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD, SAID POINT ALSO BEING  
20.00 WEST OF THE EAST LINE OF SECTION 21;  
THENCE NORTH A DISTANCE OF 560.30 FEET TO THE POINT OF BEGINNING.  
  
END OF DESCRIPTION.

**Parcel # D:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTION 9 & 10, T-12-S, R-5-E

A TRACT OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 12 SOUTH  
RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY,  
KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES  
DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE S 89° 26' 04" W ON AN ASSUMED BEARING ALONG THE SOUTH  
LINE OF SAID SECTION 9 A DISTANCE OF 40.00 FEET;  
THENCE N 00° 41' 46" W ON A LINE PARALLEL TO AND 40.00 WEST OF THE  
EAST LINE OF SAID SECTION 9 A DISTANCE OF 2658.67 FEET;  
THENCE N 00° 41' 42" W ON A LINE PARALLEL TO AND 40.00 FEET WEST OF  
THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 2575.63 FEET TO A  
POINT ON THE SOUTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY;  
THENCE S 89° 58' 44" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF  
80.00 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF SECTION 10;  
THENCE S 00° 41' 42" E ON A LINE PARALLEL TO AND 40.00 FEET EAST OF  
THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 2574.63 FEET;

THENCE S 00° 41' 46" E ON A LINE PARALLEL TO AND 40.00 FEET EAST OF SAID WEST LINE A DISTANCE OF 2659.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10;  
THENCE S 89° 39' 33" W ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINS 9.612 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # E:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTIONS 15 & 16, T-12-S, R-5E

A TRACT OF LAND LOCATED IN SECTIONS 15 AND 16, TOWNSHIP 12 SOUTH, RANGE 5 EAST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY, KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16;

THENCE ON AN ASSUMED BEARING OF N 00° 49' 04" W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 306.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-70 HIGHWAY SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED.

THENCE S 89° 10' 56" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;

THENCE N 00° 49' 04" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1010.82 FEET;

THENCE N 00° 47' 57" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.45 FEET;

THENCE N 00° 48' 39" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.33 FEET;

THENCE N 00° 48' 52" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;

THENCE N 89° 26' 04" E ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 16;

THENCE N 89° 39' 30" E ALONG THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;

THENCE S 00° 48' 52" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.25 FEET;

THENCE S 00° 48' 39" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.35 FEET;

THENCE S 00° 47' 57" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.47 FEET;

THENCE S 00° 49' 04" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1084.41 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE ON I-70 HIGHWAY;

THENCE N 15° 13' 16" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 80.40 FEET;

THENCE S 89° 10' 56" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15;

THENCE S 00° 49' 04" E ALONG SAID WEST LINE A DISTANCE OF 3.72 FEET TO THE POINT OF BEGINNING;  
CONTAINS 9.129 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel #F**

**LEGAL DESCRIPTION – RUCKER ROAD RIGHT-OF-WAY**

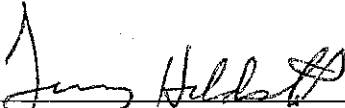
A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN GEARY COUNTY, KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ON AN ASSUMED BEARING OF N 89° 59' 24" W ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 126.20 FEET;  
THENCE N 00° 00' 36" E A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF RUCKER ROAD SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;  
THENCE CONTINUING N 00° 00' 36" E A DISTANCE OF 46.72 FEET;  
THENCE N 41° 38' 54" W A DISTANCE OF 434.81 FEET;  
THENCE N 55° 16' 47" W A DISTANCE OF 616.25 FEET;  
THENCE N 57° 13' 41" W A DISTANCE OF 489.85 FEET;  
THENCE N 39° 02' 22" W A DISTANCE OF 1439.16 FEET;  
THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2230.03 FEET, A CHORD BEARING OF N 32° 48' 08" W, A CHORD DISTANCE OF 484.54 FEET, AND AN ARC DISTANCE OF 485.50 FEET;  
THENCE N 26° 33' 55" W A DISTANCE OF 179.16 FEET;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 38° 42' 05" W, A CHORD DISTANCE OF 159.78 FEET, AND ARC DISTANCE OF 160.98 FEET;  
THENCE N 50° 50' 16" W A DISTANCE OF 346.50 FEET;  
THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 365.00 FEET; A CHORD BEARING OF N 38° 06' 13" W, A CHORD DISTANCE OF 160.91 FEET, AND AN ARC DISTANCE OF 162.24 FEET;  
THENCE N 25° 22' 10" W A DISTANCE OF 839.19 FEET;  
THENCE N 26° 15' 49" W A DISTANCE OF 241.51 FEET;  
THENCE N 26° 08' 41" W A DISTANCE OF 1163.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 77;  
THENCE N 81° 35' 30" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 62.99 FEET TO THE NORTHWEST CORNER OF HUNTERS RIDGE ADDITION UNIT #1;  
THENCE S 26° 08' 41" E ALONG THE WEST LINE OF HUNTERS RIDGE ADDITION UNIT #1 A DISTANCE OF 1143.75 FEET;  
THENCE S 26° 15' 49" E A DISTANCE OF 241.91 FEET;  
THENCE S 25° 22' 10" E A DISTANCE OF 839.65 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 305.00 FEET, A CHORD BEARING OF S 38° 06' 13" E, A CHORD DISTANCE OF 134.45 FEET, AND AN ARC DISTANCE OF 135.58 FEET;  
THENCE S 50° 50' 16" E A DISTANCE OF 346.50 FEET;  
THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00 FEET A CHORD BEARING OF S 38° 42' 05" E A CHORD DISTANCE OF 185.00 FEET , AN ARC DISTANCE OF 186.40 FEET;  
THENCE S 26° 33' 55" E A DISTANCE OF 179.16 FEET;  
THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 2170.03 FEET, A CHORD BEARING OF S 32° 48' 08" E, A CHORD DISTANCE OF 471.50 FEET, AN ARC DISTANCE OF 472.44 FEET;  
THENCE S 39° 02' 22" E A DISTANCE OF 99.62 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 89, PAGE 1855 OF THE GEARY COUNTY REGISTER OF DEEDS RECORDS;  
THENCE S 65° 05' 30" W ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT;  
THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 117.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;  
THENCE N 65° 58' 56" E ALONG THE SOUTHERLY LINE OF SAID TRACT A DISTANCE OF 10.04 FEET TO THE NORTHWEST CORNER OF WRIGHT ADDITION UNIT #1 TO JUNCTION CITY, KANSAS;  
THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID WRIGHT ADDITION A DISTANCE OF 595.74 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID WRIGHT ADDITION;  
THENCE N 37° 39' 38" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 21.90 FEET;  
THENCE S 38° 42' 36" E ALONG THE WESTERLY LINE OF WRIGHT ADDITION UNIT #1 A DISTANCE OF 87.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WESTWOOD BOULEVARD; THENCE S 29° 15' 01" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 122.40 FEET TO THE NORTHWEST CORNER OF JOHNSON CREEK ADDITION;  
THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID JOHNSON CREEK ADDITION A DISTANCE OF 414.37 FEET;  
THENCE S 57° 13' 41" E ALONG SAID WESTERLY LINE A DISTANCE OF 481.27 FEET;  
THENCE S 55° 16' 47" E A DISTANCE OF 624.45 FEET;  
THENCE S 41° 38' 54" E A DISTANCE OF 571.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY;  
THENCE N 85° 37' 10" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 131.15 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS NOW OF RECORD.


END OF DESCRIPTION.

3. The plan of the City for the extension of services to the tracts of land adjacent to the roadways proposed to be annexed, required by K.S.A. 12-520b, is available during regular business hours in the office of the City Clerk.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2006.

  
\_\_\_\_\_  
Terry Heldstab  
Mayor

Attest:

  
\_\_\_\_\_  
Colleen Woodruff  
City Clerk

R-2266 (Roadway Annexation 2006)

✓

**RESOLUTION NUMBER R- 2267**

BEFORE THE CITY COMMISSION OF JUNCTION CITY, KANSAS

A RESOLUTION CONCERNING ANNEXATION OF CERTAIN PLATTED AND  
UNPLATTED LAND ADJOINING THE CITY OF JUNCTION CITY, KANSAS

Whereas, certain parcels of land described hereinafter adjoin the City of Junction City, Kansas, and

Whereas, the City of Junction City is considering annexation of these properties pursuant to K.S.A. 12-520, and

Whereas, the annexation of these properties will allow the City of Junction City to provide additional services to these properties and allow the orderly growth and expansion of the city and make the city boundaries straight and harmonious. The properties are either adjoining the city, lie within or mainly within the city and have a common perimeter with the city boundary of more than 50%, or two-thirds of the boundary line adjoins the city or the owner(s) have consented in writing to annexation.

NOW THEREFORE be it resolved by the Governing Body of the City of Junction City, Kansas that consideration of the annexation of these parcels of land and roadways take place as follows:

1. A public hearing will be held to consider the annexation of such land on the 21st day of November, 2006 at 7:00 o'clock pm at the Junction City Commission Chambers, Municipal Building, 700 N. Jefferson Street, Junction City, Kansas 66441.
2. The parcels of land and roadways proposed to be annexed are described as follows:

**PROPERTY ANNEXATIONS**

**Parcel # 1**

**1) LEGAL DESCRIPTION – CONROW TRACTS**

Two tracts in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East, described as follows: Beginning at a point 465.00 feet North of the South line (also, being the centerline of Old U.S. Highway 40, now a County Road) and 979.35 feet East of the Southwest corner of said Northwest Quarter of the Northwest Quarter of said Section 22. From this point of beginning, bearing North 251.07 feet to the southern right-of-way of Kansas Highway I-70; thence bearing S 83°06' E, along said right-of-way 151.09 feet; thence bearing South 232.92 feet; thence, bearing West 150.00 feet to the point of beginning, containing 0.83332 acres, more or less, AND,

Beginning at a point on the northern right-of-way of Old Kansas Highway U.S. 40 (now a County Road), further described as located 30 feet North of the South line and 1129.35 feet East of the Southeast corner of said Northwest Quarter of the Northwest Quarter of said Section 22. From this point of beginning, bearing North 668.52 feet to the southern right-of-way of Kansas Highway I-70; thence bearing S 83°06' E along the southern right-of-way of Highway I-70, 40.29 feet; thence, bearing South 663.68 feet to the northern right-of-way of Old Kansas Highway U.S. 40; thence West along the northern right-of-way of said Highway U.S. 40, 40.00 feet to the point of beginning, containing 0.61166 acres, more or less, AND,

A parcel of land located in the Northwest Quarter of Section 22, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas and described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Northwest Quarter, thence S 89°13'08" E on the South line of said Northwest Quarter of the Northwest Quarter, a distance of 957.21 feet; thence N 00°46'52" E a distance of 30.00 feet to a point on the North Right-of-Way line of Old Highway 40, said point being the Point of Beginning of the parcel to be described and also being the Southeast Corner of Castle Island Subdivision, as recorded in the Office of the Register of Deeds, Geary County, Kansas; thence N 02°20'28" E on the East line of said Castle Island Subdivision a distance of 685.21 feet to a point on the Southerly Right-of-Way line of Interstate 70; thence S 00°30'05" W a distance of 684.96 feet to a point on the North Right-of-Way line of Old Highway 40; thence N 89°13'08" W on said Right-of-Way line a distance of 22.00 feet to the Point of Beginning.

**Parcel # 2:**

**(2) LEGAL DESCRIPTION – KRACHT TRACT**

Lot One (1), Block One (1) Castle Island a Subdivision in Geary County, Kansas.

**Parcel # 3:**

**(3) LEGAL DESCRIPTION – ROTH TRACT**

Lots One (1) and Two (2) Roth Addition, Geary County, Kansas.

**Parcel # 4:**

**(4) LEGAL DESCRIPTION – BOWERS TRACTS**

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas described as follows: Beginning at a point on the centerline of a now traveled county road, said point being 291.75 feet North and 37.01 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of said Section Twenty Two (22); thence N 02°23' E on said centerline a distance of 106.67 feet; thence N 01°51' W on said centerline a distance of 40.44; thence N 01°51' W on said centerline a distance of 97.24 feet; thence N 04°55'51" W on said centerline a distance of 49.56 feet; thence East 301.80 feet; thence South 293.57 feet thence West 297.55 feet to the point of beginning; AND,

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas and described as follows: Beginning at a point on the centerline of a now traveled county road, said point being 584.32 feet North and 30.75 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East; thence N 04°55'41" W on said centerline a distance of 202.61 feet; thence S 82°32'21" E on the Southerly Right-of-Way line of Interstate Highway No. 70 a distance 256.00 feet; thence N 82°00'21" E on said Right-of-Way line a distance of 66.05 feet; thence S a distance of 177.82 feet; and thence West a distance of 301.80 feet to the point of beginning; AND,

A tract in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described and located as follows: Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), 273.50 feet East of the Southwest corner of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence North 291.75 feet; thence East 61.05 feet; thence North 293.57 feet; thence West 2.01 feet; thence North 174.22 feet; thence N 81°49'30" E, 130.98 feet; thence S 83°09'30" E 23.53 feet; thence South 775.37 feet to the South line of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence West 212.05 feet to the point of beginning, subject to dedication of a 30-foot wide strip along the South line for use as County Road Right-of-Way;

LESS AND EXCEPT, the following described tract of land:

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas described as follows: Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian, which is 342.55 feet East of the Southwest Corner of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence East 143.00 feet; thence North 459.00 feet; thence West 131.00 feet; thence S 01°30' W, 459.16 feet to the point of beginning, subject to dedication of a strip 30 feet wide along the South line for use as County Road Right-of-Way.

**Parcel # 5:**

**(5) LEGAL DESCRIPTION – GEORGE TRACT**

BEGINNING at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M.; thence East 265 ½ feet; thence North 290 ¾ feet; thence West 265 ½ feet to the Section line; thence South along Section line 290 ¾ feet to the place of beginning, the same containing 1.77 acres more or less.

**Parcel # 9:**

**(9) LEGAL DESCRIPTION – JOHNSON TRACT**

A tract of land in the North Half of the Southwest Quarter (N ½ SW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section Fifteen (15), thence S 89°22'40" E a distance of 477.36 feet to the point of beginning; thence S 89°22'40" E a distance of 1065.10 feet; thence N 00°05'27" W a distance of 415.00 feet; thence S 89°54'33" W a distance of 1065.00 feet; thence S 00°05'27" E, a distance of 403.86 feet to the point of beginning.

**Parcel # 10**

**(10) LEGAL DESCRIPTION – W THORNBURG TRACT**

Lot One (1), Block One (1) Thornburg Subdivision to Geary County, Kansas.

**Parcel # 11:**

**(11) LEGAL DESCRIPTION – P THORNBURG TRACT**

A tract of land in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described and located as follows: Beginning at a point on the West line of said Section Fifteen (15), said point being the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section Fifteen (15); thence N 89°22'40" E a distance of 477.36; thence N 00°05'27" W a distance of 204.65 feet; thence S 89°54'33" W a distance of 477.32 feet; thence S 00°05'27" E, a distance of 199.21 feet to the point of beginning.

**Parcel # 12:**

**(12) LEGAL DESCRIPTION – STRAUSS TRACTS**

A tract of land located in the Southwest Quarter of Section 15, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., in Geary County, Kansas, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence S 00°05'27" E on the West line of said Southwest Quarter a distance of 235.81 feet to the point of beginning of the tract to be described, said point also being in the centerline of an existing County Road, more commonly known as Spring Valley Road; thence N 89°54'33" E a distance of 490.00 feet; thence S 00°05'27" E a distance of 484.03 feet; thence S 89°54'33" W a distance of 490.00 feet to a point on the West line of said Southwest Quarter, said point also being in said centerline of Spring Valley Road; thence N 00°05'27" W on said West line a distance of 484.03 feet to the point of beginning. Contains 5.44 acres more or less. Subject to a 40 foot County Road right-of-way along the Westerly side of described tract.

AND,

A tract of land located in the Southwest Quarter of Section 15, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas and described as follows: Commencing at the Northwest corner of said Southwest Quarter of Section 15, said point also being a point in the centerline of a now existing county road more commonly called Spring Valley Road; thence S

00°05'27" E on the West line of said Southwest Quarter and said centerline of Spring Valley Road a distance of 719.83 feet; thence N 89°54'33" E a distance of 40.00 feet to a point on the East Right-of-Way line of said Spring Valley Road, said point also being the POINT OF BEGINNING of the tract to be described; thence continuing N 89°54'33" E a distance of 450.00 feet; thence S 00°05'27" E a distance of 199.21 feet; thence S 89°54'33" W on the North line of Thornberg Subdivision to Geary County and extensions thereof a distance of 450.00 feet to the Northwest corner of said Thornberg Subdivision, said point also being a point on said East Right-of-Way line of Spring Valley Road; thence N 00°05'27" W on said East Right-of-Way line a distance of 199.21 feet to the Point of Beginning. Contains 2.058 Acres, more or less.

**Parcel # 13:**

(13) LEGAL DESCRIPTION – HUBBARD TRACT

Lot One (1), Block One (1) Hubbard's Subdivision, Geary County, Kansas.

**Parcel # 14:**

(14) LEGAL DESCRIPTION – MCCALLISTER TRACT

Lot One (1), Block One (1) McCallister Addition Unit No. 1 Geary County, Kansas.

**Parcel # 15:**

(15) LEGAL DESCRIPTION – PETRIK TRACT

Beginning at the East Quarter corner of Section 16, Township Twelve (12), Range Five (5) East; thence North along the East line of said Section a distance of 682.6 feet; thence West at right angle with said East line of said Section a distance of 200 feet; thence South parallel to the East line of said Section a distance of 682.6 feet more or less to the East and West Quarter line of said Section; thence N 89°50' E along said Quarter line a distance of 200 feet to the point of beginning.

**Parcel # 16:**

16) LEGAL DESCRIPTION – SMALL TRACT

Lot One (1), Block One (1) Small's Acres, A Subdivision to Geary County, Kansas.

**PARCEL # 17:**

LEGAL DESCRIPTION – KOZLOWSKI TRACT

Lot One (1), Block One (1) Krajkoski Addition Unit No. Two (2), Geary County, Kansas.

**PARCEL # 18:**

(18) LEGAL DESCRIPTION – S KRAJKOSKI TRACT

Lot Three (3), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 19:**

LEGAL DESCRIPTION – KRAJKOSKI TRUST TRACT

Lot Two (2), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 20:**

(20) LEGAL DESCRIPTION – MATHIS TRACT

Lot One (1), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 21:**

(21) LEGAL DESCRIPTION – CYNOVA TRACT

A two (2) acre tract in the Southeast Quarter of the Northeast Quarter of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, further located and identified as follows: Beginning at the North 1/16<sup>th</sup> corner on the East line of Section 16; thence S 89°52'36" W along the North line of the Southeast Quarter of the Northeast Quarter of Section 16, 417.42 feet; thence S 0°07'24" E, parallel with the East line of Section 16, 208.71 feet; thence N 89°52'36" E, 417.42 feet to the East line of Section 16; thence N 0°07'24" W, 208.71 feet to the point of beginning, including a strip 40' wide at the East line, dedicated to the use of the public as a county road.

**PARCEL # 22:**

(22) LEGAL DESCRIPTION – GEARY COUNTY TRACT

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., except the following tract of land, to wit: A tract of land described by metes and bounds as follows: Beginning at a common corner of Section Nine (9), Ten (10), Fifteen (15) and Sixteen (16), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., Geary County, Kansas; thence East along the North line of Section 15 to the Northeast corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 15; thence South along the East line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15 a distance of 795 feet; thence West parallel with the North line of said Section 15 to a point on the West line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15; thence North along the West line of the said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15 a distance of 795 feet to the point of beginning and excepting also all of that right-of-way and easement for access

to the water well, together with all rights to the use of said well, as described in Deed Book 47, pages 43 and 44, dated May 7, 1958, and recorded November 5, 1958, in the Office of the Register of Deeds, Geary County, Kansas.

**PARCEL # 23:**

**(23) LEGAL DESCRIPTION – CHESTERMAN TRACTS**

Two tracts of land in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas and described as follows:

Beginning at a point located by bearing S 0°07' E for a distance of 1317.72 feet from the section corner common to Sections Nine, Ten, Fifteen and Sixteen, and thence bearing N 89°56' W along the North 1/16 line of Section Sixteen for a distance of 387.20 feet, said point being located at the Southwest corner of a tract of land previously conveyed by grantors. From the point of beginning, bearing N 89°56' W along the North 1/16 line of Section Sixteen for a distance of 100 feet; thence N 0°07' W for a distance of 450 feet; thence bearing S 89°56' E for a distance of 100 feet; thence bearing S 0°07' E, 450 feet to the point of beginning.

AND,

Beginning at a point designated as the intersection of the North 1/16 line of Section 16 and the East line of Section 16, located by bearing S 0°07' E for a distance of 1317.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing N 89°56' W along the North 1/16 line of Section 16, for a distance of 40.00 feet to the West right-of-way line of a County highway; thence bearing N 89°56' W a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 450.00 feet; thence bearing S 89°56' E a distance of 347.20 feet to the West right-of-way line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the East line of Section 16; thence bearing S 0°07' E along the East line of Section 16 for 450.00 feet to the point of beginning, said tract containing 4 acres, more or less.

**PARCEL # 24:**

**(24) LEGAL DESCRIPTION – GREENSTREET TRACT**

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 717.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 150.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence bearing N 89°56' W for a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 150.0 feet; thence bearing S 89°56' E for a distance of 347.20 feet to the West easement line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the point of beginning, consisting of 1.3333 acres, more or less, and including highway easement of 0.1377 acres, more or less, all in Geary County, Kansas.

**PARCEL # 25:**

**(25) LEGAL DESCRIPTION – WADSWORTH TRACT**

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12 South, Range 5 East of the 6<sup>TH</sup> Principal Meridian, Geary County, Kansas, more particularly described as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 467.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 250.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence bearing N 89°56' W for a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 250.0 feet; thence bearing S 89°56' E for a distance of 347.20 feet to the West easement line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the point of beginning. The total land area of this tract is 2.222 acres, more or less, which is subdivided into two tracts; one with land area of 1.9926 acres, more or less, and land designated as highway easement of 0.2296 acres, more or less.

**PARCEL # 26:**

**(26) LEGAL DESCRIPTION – O' NEAL TRACTS**

A tract of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, and further described as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 317.72 feet from the section corner common to Sections Nine (9), Ten (10), Fifteen (15) and Sixteen (16). From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 150.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence N 89°56' W for a distance of 347.20 feet; thence bearing S 0°07' E for a distance of 400.00 feet; thence bearing N 89°56' W for a distance of 67.80 feet; thence bearing N 0°07' W for a distance of 473.30 feet; thence bearing N 70°25' E for a distance of 228.04 feet; thence bearing S 89°56' E for a distance of 200.00 feet to the West easement line of a County highway; thence bearing S 89°56' E a distance of 40.00 feet to the point of beginning, containing 2.001 acres, more or less. This total area includes 0.13774 acres, more or less, of land designated for highway use.

AND,

A tract of land in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas located by beginning at a point on the East line of Section 16, thence bearing S 0°07' E a distance of 317.72 feet from the section corner common to Sections Nine (9), Ten (10), Fifteen (15) and Sixteen (16), thence bearing S 89°56'00" W a distance of 240 feet to the point of beginning of the above mentioned tract, which is specifically described as follows; From the point of beginning, bearing S 89°56'00" W a distance of 215 feet; thence S 0°07'00" W a distance of 74.28 feet; thence N 70°25'00" E a distance of 228.04 feet to the point of beginning of said tract, said tract containing .183 acres.

**Parcel # 46:**

**(46) LEGAL DESCRIPTION – MUNSON TRACT**

The Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the West Half of the Northwest Quarter (W  $\frac{1}{2}$  NW  $\frac{1}{4}$ ) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, less and except the following three tracts of land:

**TRACT I**

A tract of land located in the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter (NW  $\frac{1}{4}$ ); thence S 00°00'00" E along the West line of said Northwest Quarter (NW  $\frac{1}{4}$ ) a distance of 209.00 feet; thence S 89°34'12" E a distance of 40.00 feet to a point on the East right-of-way line of Spring Valley Road, said point being the point of beginning of the tract to be described; thence continuing S 89°34'12" E a distance of 169.00 feet; thence N 00°00'00" E a distance of 159.00 feet to a point on the South right-of-way line of K-18 Highway; thence S 89°34'12" E along said right-of-way line a distance of 56.42 feet; thence S 21°37'48" E a distance of 95.33 feet; thence S 29°28'39" W a distance of 89.83 feet; thence S 43°49'43" W a distance of 82.38 feet; thence S 60°11'20" W a distance of 90.17 feet; thence S 83°42'53" W a distance of 81.56 feet to a point on the East right-of-way line of Spring Valley Road; thence N 00°00'00" E on said right-of-way line a distance of 122.70 feet to the point of beginning.

**TRACT II**

Indian Ridge Addition Unit No. Six (6) to Junction City, Kansas.

**TRACT III**

A tract of land located in the Northeast Quarter of the Northwest Quarter of Section Ten, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, being more particularly described as follows: Beginning at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of N 00°46'03" W along the West line of the Northeast Quarter of said Northwest Quarter a distance of 625.98 feet; thence N 69°46'37" E a distance of 397.91 feet to a point on the Westerly right-of-way line of US Highway 77; thence S 48°00'53" E along said Westerly right-of-way a distance of 457.49 feet; thence S 12°23'58" E continuing along said Westerly right-of-way a distance of 466.12 feet to a point on the South line of said Northeast Quarter of the Northwest Quarter; thence S 89°50'38" W along said South line a distance of 805.15 feet to the point of beginning.

**Parcel # 47:**

**(47) LEGAL DESCRIPTION – GEARY COUNTY HISTORICAL SOCIETY TRACT**

A tract of land located in the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter (NW  $\frac{1}{4}$ ); thence S 00°00'00" E along the West line of said Northwest Quarter

(NW ¼) a distance of 209.00 feet; thence S 89°34'12" E a distance of 40.00 feet to a point on the East right-of-way line of Spring Valley Road, said point being the point of beginning of the tract to be described; thence continuing S 89°34'12" E a distance of 169.00 feet; thence N 00°00'00" E a distance of 159.00 feet to a point on the South right-of-way line of K-18 Highway; thence S 89°34'12" E along said right-of-way line a distance of 56.42 feet; thence S 21°37'48" E a distance of 95.33 feet; thence S 29°28'39" W a distance of 89.83 feet; thence S 43°49'43" W a distance of 82.38 feet; thence S 60°11'20" W a distance of 90.17 feet; thence S 83°42'53" W a distance of 81.56 feet to a point on the East right-of-way line of Spring Valley Road; thence N 00°00'00" E on said right-of-way line a distance of 122.70 feet to the point of beginning. .

**Parcel # 52 and Parcel # 55:**

:

**(52)(55) LEGAL DESCRIPTION – MUNSON TRACT**

The Southwest Quarter of Section 3, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., Geary County, Kansas,

AND,

A parcel of land located in the Northwest Quarter of Section 3, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., Geary County, Kansas, described as follows: Beginning at the Quarter line on the West side of Section 3, Township 12 South, Range 5; N 7°32' E along the West line of said Section 3, 1328 feet; thence S 89°38' E, 1398.50 feet to the center of a now traveled public road; thence S 25°40' E along the center of a now traveled public road, 919 feet; thence S 48°57' E along the center of a now traveled public road, 481 feet; thence S 29°49' E along the center of a now traveled public road, 186.1 feet to the East and West Quarter line of the said Section 3; thence West on the East and West Quarter line of the said Section 3, 2425 feet to the point of beginning, containing 55.68 acres, more or less.

LESS and except;

Prairie Ridge Addition Unit No. 1 to Junction City, Kansas and Prairie Ridge Addition Unit No. 2 to Junction City, Kansas.

**Parcel # 53:**

**53) LEGAL DESCRIPTION – R J JOHNSON TRACT**

A tract of land in the Northwest Quarter of the Northwest Quarter of Section Three (3), Township Twelve South (12S), Range Five East (5E), and in the Southwest Quarter of Section Thirty-four (34), Township Eleven South (11S), Range Five East (5E) of the Sixth P.M., Geary County, Kansas, and described as follows: Beginning at a point on the South line of Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southeast corner of said Section 34; thence N 27°06'52" W a distance of 33.83 feet; thence N 79°48'22" W on the Easterly right of way line of Highway U.S. 77 extended for the county road entrance, a distance of 351.85 feet to said Easterly right of way line; thence Northerly on said right of way a distance of 1228.80 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section

34; thence East on said North line a distance of 1169.00 feet to the East line of said Southwest Quarter of the Southwest Quarter; thence S 01°04'14" W on said East line a distance of 571.50 feet; thence N 88°18'37" W a distance of 491.00 feet; thence S 00°08'52" W a distance of 782.00 feet to a point 26.00 feet South of the South line of Section 34; thence N 89°35'56" W on a line parallel to said South line and 26.00 feet therefrom a distance of 223.50 feet; thence N 27°06'52" W a distance of 29.24 feet to the point of beginning, containing 26.1054 acres, more or less.

LESS and except the 2 following tracts:

A tract of land located in the Southwest Quarter of the Southwest Quarter Section Thirty-four (34), Township Eleven (11) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas, and described as follows: Commencing at a point on the South line of said Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southwest corner of said Section 34; thence N 26°48'09" W a distance of 33.99 feet; thence N 79°49'44" W on the Easterly Right-of-Way line of Highway U.S. 77 extended for the County Road entrance a distance of 50.00 feet; thence N 17°36'53" W a distance of 237.06 feet to the POINT OF BEGINNING of the tract to be described; thence N 00°07'55" E a distance of 233.56 feet; thence S 89°36'59" E on a line parallel with the South line of said Section 34 a distance of 373.53 feet; thence S 00°07'55" W a distance of 233.56 feet; thence N 89°36'59" W on a line parallel with the South line of said Section 34 a distance of 373.53 feet to the point of beginning. Contains 2.00 acres, more or less.

AND;

Russell J. Johnson Addition to Junction City, Kansas.

**Parcel # 54:**

**(54) LEGAL DESCRIPTION – C JOHNSON TRACT**

A tract of land located in the Southwest Quarter of the Southwest Quarter Section Thirty-four (34), Township Eleven (11) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas, and described as follows: Commencing at a point on the South line of said Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southwest corner of said Section 34; thence N 26°48'09" W a distance of 33.99 feet; thence N 79°49'44" W on the Easterly Right-of-Way line of Highway U.S. 77 extended for the County Road entrance a distance of 50.00 feet; thence N 17°36'53" W a distance of 237.06 feet to the POINT OF BEGINNING of the tract to be described; thence N 00°07'55" E a distance of 233.56 feet; thence S 89°36'59" E on a line parallel with the South line of said Section 34 a distance of 373.53 feet; thence S 00°07'55" W a distance of 233.56 feet; thence N 89°36'59" W on a line parallel with the South line of said Section 34 a distance of 373.53 feet to the point of beginning. Contains 2.00 acres, more or less.

**Parcel # 56:**

**56) LEGAL DESCRIPTION – DeJESUS TRACT**

A tract of land in the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., described as follows: Beginning at a point 271.4 feet South of the Northwest corner of the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East, said point of beginning being on the North and South Quarter line and in the center of a now traveled public road; thence S 37°41' E along the center of a now traveled public road, 957.7 feet; thence S 79°19' W, 720.34 feet to the North and South Quarter line of said Section 3; thence N 7°54' E, along the North and South Quarter line 900 feet to the point of beginning, containing 7 acres, more or less.

**Parcel # 57:**

**(57) LEGAL DESCRIPTION – HELLAND TRACT**

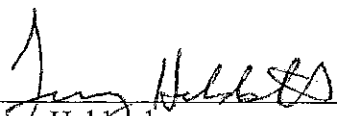
A tract of land in the Southeast Quarter of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., Geary County, Kansas, and described as follows: Beginning at the Southeast corner of Section Three (3), Township Twelve (12) South Range Five (5) East, thence West on the Section line 2644 feet to the Quarter stone; thence N 7°54' E on the North and South Center line of said Section Three (3) 2395 feet to the center of the Township Road; thence S 34°36' E down the center of the road 250 feet; thence S 38°21' E down the center of the road 1500 feet; thence S 75°21' E down the center of the road 125 feet; thence S 57°34' E down the center of the concrete slab 891.75 feet; thence S 42°43' E down the center of the concrete slab 600 feet to the point of beginning.

LESS and except the following tract;

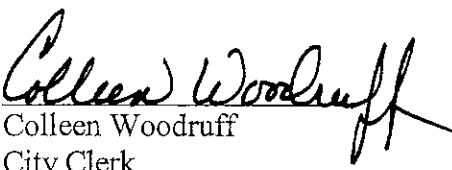
A tract of land in the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., described as follows: Beginning at a point 271.4 feet South of the Northwest corner of the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East, said point of beginning being on the North and South Quarter line and in the center of a now traveled public road; thence S 37°41' E along the center of a now traveled public road, 957.7 feet; thence S 79°19' W, 720.34 feet to the North and South Quarter line of said Section 3; thence N 7°54' E, along the North and South Quarter line 900 feet to the point of beginning, containing 7 acres, more or less.

3. The plan of the City for the extension of services to the tracts of land proposed to be annexed, required by K.S.A. 12-520b, is available during regular business hours in the office of the City Clerk.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2006.

  
Terry Heldstab  
Mayor

Attest:

  
Colleen Woodruff  
City Clerk

R-2267 (Property on SPR and RR 2006)

## CITY COMMISSION MINUTES

September 18, 2006

7:00 P.M.

The regular meeting of the Junction City City Commission was held on Tuesday, August 15, 2006 with Mayor Heldstab presiding.

The following members of the Commission were present: Terry Heldstab, Ken Talley, Mike Rhodes, Jack Taylor and Mick Wunder. Staff present were: City Manager Rod Barnes, Assistant City Manager Mike Guinn, City Clerk Colleen Woodruff.

### PLEDGE OF ALLEGIANCE

Mayor Heldstab stated that item g was removed from the consent agenda.

Commissioner Talley moved, seconded by Commissioner Wunder to amend the consent agenda. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

### CONSENT AGENDA

Commissioner Rhodes moved, seconded by Commissioner Talley to approve the consent agenda as amended. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried. Motion carried. The consent agenda consisted of the following:

- a. Approval of the September 5<sup>th</sup> City Commission meeting minutes and September 8<sup>th</sup>, 2006 Special meeting.
- b. Monthly reports:
  - 1) Engineering/Project Status Report
  - 2) Fire
  - 3) EMS Department
  - 4) Inspection Department
  - 5) Personnel/EEO
  - 6) Police Department
  - 7) Water Administration; Parks, Grounds & Facilities Maintenance
  - 8) Veolia Water
    - Water Treatment Plant
    - Public Works
  - 9) Rolling Meadows Golf Course
  - 10) Rolling Meadows Golf Course Maintenance Section Activity Report
  - 11) Self Help Housing
  - 12) Recreation

- c. The consideration of Ordinance S-2864 changing the name of North Park Drive to Patriot Drive. (Second Reading)
- d. The consideration of Ordinance S-2865 changing the name of Dogwood Lane to Victory Lane. (Second Reading)
- e. The consideration of Ordinance S-2866 changing the name of Sumac Street to Independence Avenue. (Second Reading)
- f. The consideration of Ordinance S-2867 changing the name of Prairie Court to Colonial Court. (Second Reading)
- g. The consideration of Ordinance S-2868 changing the name of Prairie Drive to Freedom Drive. (Second Reading) **REMOVED FROM AGENDA**
- h. The consideration of Ordinance S-2861, requesting rezoning from Multiple-family Residential (RM) District to Service Commercial Restricted (CSR) for the Railroad Property Addition (T. Michael Fegan). (Second Reading).
- i. The consideration of a request, submitted by Rolling Meadows Golf Course for invitation to bid on 60 golf carts to replace existing golf cart fleet. Bid date from September 20<sup>th</sup> through October 11, 2006 at 5:00 p.m.
- j. The consideration of Pay Request, submitted by Middlecreek Corporation, in the amount of \$152,696.95 for construction of water main extension to the Middle School.
- k. The consideration of Pay Request #2, submitted by Smoky Hill LLC, in the amount of \$338,722.20 for construction on the Northwest Interceptor Sewer.
- l. The consideration of 7, submitted by Nowak Construction, in the amount of \$126, 003.87 for work completed to Hickory Hill Addition.
- m. The consideration of Pay Request #4, submitted by Middlecreek Corporation, in the amount of \$130,453.29 for street, sewer and water improvements to the Deer Creek Addition.
- n. The consideration of Pay Request #3, submitted by Meadows Construction, in the amount of \$259,793.57 for the Northwest Interceptor Sewer improvements.
- o. The from Kaw Valley Engineering to provide Construction Inspection services for the improvements to Deer Creek #2. The fee is not to exceed \$193,097.74.

- p. The consideration of a request, submitted by Chuck Zimmerman, to dedicate a utility easement on City property adjacent to Johnson's 2<sup>nd</sup> addition.
- q. The consideration of Resolution R-2264, authorizing the mayor to sign a deed selling property to Rachel Jones as part of the City's Self Help Housing Program.
- r. The consideration of a letter of agreement, submitted by Kaw Valley Engineering, for construction inspection on Falcon Ridge Addition. Total proposed fee is \$12,000.00.
- s. The consideration of a letter of agreement, submitted by Kaw Valley Engineering, for construction inspection services at Russell J Johnson Addition. The proposed fee is \$19,800.00.
- t. The consideration of a letter of agreement, submitted by Kaw Valley Engineering, for construction inspection services at Mann's Ranch, Unit #1 Addition. The proposed fee is \$98,500.00.
- u. The consideration of a letter of agreement, submitted by Kaw Valley Engineering, for construction inspection services at River Walk Landing landscaping. The proposed fee is \$9500.00.
- v. The consideration of a letter of agreement, submitted by Kaw Valley Engineering, for construction inspection services at Doc Hargreaves Hilltop #5. The proposed fee is \$114,000.00.
- w. The consideration of authorizing street, storm sewer, sanitary sewer and water improvements to the Junction City Middle School Addition.
- x. The consideration of Resolution R-2270 authorizing street, sanitary sewer and water improvements to the Doc Hargreaves #4.
- y. The consideration of Resolution R-2271 authorizing street, storm sewer, sanitary sewer and water improvements to the Indian Ridge #6.
- z. The consideration of Resolution R-2272 authorizing street, storm sewer, sanitary sewer and water improvements to the Village at Freedom Place.
- aa. The consideration of Resolution R-2273 authorizing street, storm sewer, sanitary sewer and water improvements to the Falcon Ridge Addition.

- bb. The consideration of Resolution R-2274 authorizing street, storm sewer, sanitary sewer and water improvements to the Russell J Johnson Addition. ]
- cc. The consideration of Resolution R-2275 authorizing street, sanitary sewer and water improvements to the Hidden Valley Addition.
- dd. The consideration of Ordinance S-2869 authorizing and providing for the construction of storm water drainage improvements in the city and authorizing the issuance of general obligation bonds. (First Reading).
- ee. The consideration of letter of agreement, submitted by Kaw Valley Engineering, for inspection services for street, sewer and water improvements to serve the Sutter Woods Addition, total fees not to exceed \$125,000.00.
- ff. The consideration of letter of agreement, submitted by Kaw Valley Engineering, for inspection services for street, sewer and water improvements to serve the Sutter Highlands Addition.
- gg. The consideration of approval for a cereal malt beverage license for Louisiana Purchase Pizza Inc. 631 W 6<sup>th</sup> Street, Junction City, owned by James G. Milliken.

#### **PROCLAMATION WALK A MILE DAY**

Mayor Heldstab proclaimed October 4, 2006 as "Walk a Mile Day" and presented a proclamation to Dr. Dixon of USD 475 and Kay Deever of the Geary Community Healthcare Foundation.

#### **CONFIRMATION OF APPROVAL OF NEIGHBORHOOD REVITALIZATION REBATES PERCENTAGES**

City Manager Barnes asked for confirmation of approval of Neighborhood Revitalization rebates percentage for the following projects.

- 1.) Eagle Landing
  - a. 95% for 10 years.
- 2.) Buffalo Court
  - a. 95% for 10 years.
- 3.) Village at Freedom Place Phase 2
  - a. 95% for 10 years.

City Manager Barnes stated that the County Appraiser needed clarification on the tax rebate percentages for the above subdivisions. He stated that when Eagle Landing and Buffalo court originally applied for the rebate, they were done as one project. The developer is now selling individual units and that is usually on a sliding percentage scale.

Commissioner Rhodes moved, seconded by Commissioner Talley to reconfirm the percentages for Neighborhood Revitalization rebates as requested and direct EDC staff to study the NRP and develop solutions. Ayes: Heldstab, Rhodes, Talley. Nays: Taylor, Wunder. Motion carried.

#### **NEIGHBORHOOD REVITALIZATION APPLICATIONS**

Rose Palmer, EDC Retail Specialist asked for consideration of 13 Neighborhood Revitalization applications, submitted by BCS Design, Inc. to construct new homes at the addresses listed below. New construction costs are \$110,925.00 per home. This project meets the terms and conditions of the Neighborhood Revitalization Plan #13 under residential development. Thereby, qualifying for a tax rebate on each individual address/unit of 95% for years 1thru3; 80% for year 4; 70% for year 5; 60% for year 6; 50% for year 7; 40% for year 8; 30% for year 9; and 20% for year 10.

- 1.) 702, 706, 710, 714, 718, 722, 726, 730, 734 and 738 W 14<sup>th</sup> Street.
- 2.) 1510, 1514 and 1516 N. Clay Street.

Commissioner Taylor moved, seconded by Commissioner Wunder to approve the neighborhood revitalization applications as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **NEIGHBORHOOD REVITALIZATION APPLICATIONS -- SELF HELP**

Rose Palmer, EDC Retail Specialist asked for consideration of five Neighborhood Revitalization applications, submitted by Self-Help Housing program to construct new homes at the addresses listed below. Thereby, qualifying for a tax rebate on each individual address unit of 95% for years 1thru3; 80% for year 4; 70% for year 5; 60% for year 6; 50% for year 7; 40% for year 8; 30% for year 9; and 20% for year 10.

- 1.) 305 16<sup>th</sup> Street Circle-\$102,419.00
- 2.) 310 16<sup>th</sup> Street Circle-\$74,125.00
- 3.) 321 16<sup>th</sup> Street Circle-\$113,259.00
- 4.) 322 16<sup>th</sup> Street Circle-\$113,259.00
- 5.) 329 16<sup>th</sup> Street Circle-\$113,259.00

Commissioner Rhodes moved, seconded by Commissioner Wunder to approve the Neighborhood Revitalization Applications as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **DECLARATION OF EMERGENCY    ORDINANCE S-2869-AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (FIRST AND FINAL READING)**

City Manager Barnes asked for City Commission approval of a declaration of an emergency to approve Ordinance S-2869 on second reading due to time constraints. The Ordinance was approved on first reading on the consent agenda.

**REQUEST OF THE MAYOR OF THE CITY OF JUNCTION CITY, KANSAS FOR HE DECLARATION BY THE CITY COMMISSION OF SAID CITY OF THE EXISTANCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN ORDINANCE BELOW DESIGNATED.**

Ordinance G-2869 was presented for consideration on final reading.

Commissioner Talley moved, seconded by Commissioner Rhodes to approve Ordinance S-2869 on second reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

**AWARD OF BID- HIDDEN VALLEY ADDITION IMPROVEMENTS**

Leon Osborne, Kaw Valley Engineering stated that seven bids were received, ranging from \$1.37 million to the low bid of \$988,761.30 submitted by Midland Contracting for water, street and sewer improvements for the Hidden Valley Addition. The recommendation was to award the bid to Midland Contracting.

Commissioner Rhodes moved, seconded by Commissioner Talley to approve the award of bid to Midland Contracting in the amount of \$988,761.30. Ayes: Heldstab, Rhodes, Talley. Nays: Taylor, Wunder. Motion carried.

**CHANGE ORDER #1 – APRON IMPROVEMENTS- FREEMAN FIELD**

Assistant City Manager Guinn asked for approval of change order #1 for apron improvements at Freeman Field in the amount of \$32,361.62. He stated that the contractor found that the soil would not compact, addition work was needed. He said that the city would be responsible for 5% of the cost.

Commissioner Talley moved, seconded by Commissioner Rhodes to approve Change Order #1 as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

**SUPPLEMENTAL AGREEMENT—KDOT**

City Manager Barnes requested authorization for the Mayor to sign the supplemental agreement for the roundabout on Washington Street, Goldenbelt Blvd and I-70. The

agreement called for an additional \$10,465.39. The City would be responsible for 20% of the cost.

Commissioner Rhodes moved, seconded by Commissioner Talley to authorize the Mayor to sign the Supplemental Agreement as requested. Ayes: Heldstab, Rhodes, Talley. Nays: Taylor, Wunder. Motion carried.

#### **CHANGE ORDER #1- NW INTERCEPTOR SEWER**

Leon Osborn, Kaw Valley Engineering asked for approval of Change Order #1 from Meadows Construction for work at the NW Interceptor Sewer in the amount of \$13,950.00. He stated that during work, they encountered fiber optic lines and needed an additional thirty (30) linear feet added to the project.

Commissioner Rhodes moved, seconded by Commissioner Taylor to approve Change Order #1 as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **CHANGE ORDER – HICKORY HILL ADDITION**

Leon Osborn, Kaw Valley Engineering asked that Change Order #2 submitted by Nowak Construction for erosion control improvements in Hickory Hill Addition in the amount of \$14,375.00 be approved. .

Commissioner Talley moved, seconded by Commissioner Rhodes to approve the change order as presented. Ayes: Heldstab, Rhodes, Talley. Nays: Taylor, Wunder. Motion carried.

#### **RESOLUTION R-2266 –ANNEXATION OF ROADWAYS**

Resolution R-2266 concerning annexation of roadways adjoining the City of Junction City was presented.

City Attorney Zimmerman briefed the City Commission on the areas of land that will be annexed. He stated that all property owners will be notified by certified mail as to the date of the public hearing, November 21, 2006.

Commissioner Talley moved, seconded by Commissioner Rhodes to approve Resolution R 2266 as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **RESOLUTION R-2267-ANNEXATION OF LAND**

Resolution R-2267 concerning annexation of platted and unplatted land adjoining the City of Junction City was presented for consideration.

City Attorney Zimmerman briefed the City Commission on the areas of land that will be annexed. He stated that all property owners will be notified by certified mail as to the date of the public hearing, November 21, 2006. He further stated that an extension of city services plan needed to be approved.

Commissioner Talley moved, seconded by Commissioner Wunder to approve Resolution R-2267 and the extension of services plan as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **ORDINANCE S-2856 – REZONING**

Leon Osborn, Kaw Valley Engineering asked that Ordinance S-2856 requesting zoning changes to a portion of property located East of US-77 Highway and North of McFarland Road be approved on first reading. He stated that the land is currently zoned CSP (Commercial Special) and requested that it be changed to Residential Suburban. Gery Schoenrock, the developer of the land is planning on building 37 homes in the price range of \$200,000 to \$350,000.

Rod Pratt, 1803 Oakridge Drive stated that he felt that the cost and design of the new homes will not fit in the area where homes are valued from \$500,000 and higher. He stated that the less expensive homes will decrease the value of the existing homes.

David Walker, 1800 Oakridge agreed with Mr. Pratt.

Connie Mancinelli stated that her home is valued at \$1.4 million and all of the homes in the area should be valued the same.

Ms Koury felt that if more homes were built it could be a dangerous situation with the traffic.

George Marcus stated that he was a neighbor of Ms. Mancinelli and he took offence in what was being said. He stated that his home was valued at \$250,000.

Ms. Mancinelli stated that nothing could be done about the existing homes, but she was concerned with new development.

Mr. Schoenrock stated that he had sent letters offering to sell the property to the current landowners.

Commissioner Wunder stated that he could see both positions, protecting their property and building new homes.

Commissioner Talley thought that the issue should be sent back to the MPC to study the density of the lot size.

Commissioner Rhodes felt that the rezoning of the land to residential from commercial would be better for the home owners. If it remained commercial any number of businesses could be located there.

Commissioner Talley moved, seconded by Commissioner Wunder to send Ordinance S-2856 back to the MPC to evaluate the density of lot size and to discuss adding covenants. Ayes: Heldstab, Talley, Wunder. Nays: Rhodes, Taylor. Motion carried.

#### **SUBDIVISION UPDATE-KAW VALLEY**

Leon Osborn, Kaw Valley briefed the City Commission on the status of the various subdivisions

#### **AWARD OF BID TRIMMING TREES-PARKS AND CITY PROPERTIES.**

Edward Lazear stated that staff had requested bids for tree trimming and removal at City Parks and other City owned properties. The bidders were taken on a tour to see exactly what needed to be done. Two bids were received:

One Accord Enterprises, Inc. 9,595.00

Papa D's Tree Trimming 45,000.00

It was staff's recommendation to award the bid to the low bidder One Accord Enterprises, Inc at a cost of \$9,595.00. The work will take 4 to 6 weeks to complete.

Commissioner Talley moved, seconded by Commissioner Wunder to approve the bid as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **REVOLVING LOAN APPLICATION**

Josh McKim, Economic Development Director stated that John and Sandy Feldkamp, Feldcamp Furniture had submitted a Revolving Loan Fund Application in the amount of \$150,000.00. They are purchasing the Johnson Brothers Furniture Store, which will have job retention and create new jobs for a total of approximately 15 positions. The project meets the terms and conditions of the Revolving Loan Program. The project qualifies for a loan of \$150,000.00 at a 4% interest rate per annum for ten years.

Commissioner Talley moved, seconded by Commissioner Taylor to approve the application as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **DEVELOPMENT AGREEMENT-VILLAGE AT FREEDOM PLACE PHASE #2**

City Manager Barnes presented a development agreement for Phase 2 of the Village at Freedom Place Development.

Commissioner Wunder moved, seconded by Commissioner Taylor to approve the Development Agreement as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **GENERAL DISCUSSION**

Mayor Heldstab opened the meeting for general discussion.  
There was no general discussion.

#### **COMMISSIONER COMMENTS**

Mayor Heldstab opened the meeting for Commissioner Comments.

Commissioner Wunder asked Mr. Marcus to take the signs down that he has located in the Industrial Park. Mr. Marcus said that he would take care of them.

Mayor Heldstab stated that he and the other city officials had a successful trip to the city's sister city, Hopkinsville, Ks.

#### STAFF COMMENTS

Mayor Heldstab opened the meeting for staff comments

Dave Hurley, Coded Administrator stated that the property located at Chestnut and Washington had been taken care of.

#### EXECUTIVE SESSION

Commissioner Wunder moved, seconded by Commissioner Talley to adjourn into executive session at 9:10 p.m. to reconvene at 9:25 p.m. to discuss personnel matters of non-elected personnel. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried. Included in the executive session were: City Manager Barnes.

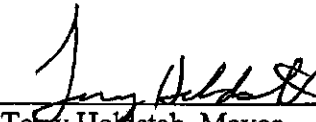
Commissioner Talley moved, seconded by Commissioner Rhodes to reconvene into regular session at 9:25 p.m. having made no decisions nor taken any action while in executive session. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### ADJOURNMENT

Commissioner Talley moved seconded by Commissioner Taylor to adjourn at 9:26 p.m. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 3<sup>rd</sup> \_\_\_\_ DAY OF OCTOBER, 2006 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR September 19, 2006

  
Colleen Woodruff, City Clerk

  
Terry Heldstab, Mayor

## CITY COMMISSION MINUTES

November 21, 2006

7:00 P.M.

The regular meeting of the Junction City City Commission was held on Tuesday, November 21, 2006 with Vice Mayor Rhodes presiding.

The following members of the Commission were present: Ken Talley, Mike Rhodes, Jack Taylor and Mick Wunder. Absent: Terry Heldstab. Staff present was: City Manager Rod Barnes, Assistant City Manager Mike Guinn, City Attorney Charles Zimmerman and City Clerk Colleen Woodruff.

### **PLEDGE OF ALLEGIANCE**

### **CONSENT AGENDA**

Commissioner Talley moved, seconded by Commissioner Wunder to approve the consent agenda as presented. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried. Motion carried. The consent agenda consisted of the following:

- a. Approval of the November 7, 2006 Commission meeting minutes and the City Commission meeting.
- b. b. Monthly reports:
  - 1) Engineering/Project Status Report
  - 2) Fire
  - 3) EMS Department
  - 4) Inspection Department
  - 5) Personnel/EEO
  - 6) Police Department
  - 7) Water Administration; Parks, Grounds & Facilities Maintenance
  - 8) Veolia Water
    - Water Treatment Plant
    - Public work
  - 9) Rolling Meadows Golf Course
  - 10) Rolling Meadows Golf Course Maintenance Section Activity Report
  - 11) Self Help Housing
  - 12) Recreation
- c. The consideration of a Letter of Agreement, submitted by Kaw Valley Engineering, for construction observation at The Interceptor Sewer to serve Sutter Woods Subdivision, in an amount not to exceed \$15,000.00.
- d. The consideration of Pay Request #5, submitted by Meadows Construction, in the amount of \$41,311.94 for work completed through October 10, 2006 on Section 2 of the NW Interceptor Sewer Improvements to the Middle School.
- e. The consideration of Pay Request #1, submitted by Midlands Contracting, in the amount of \$52,067.70 for Deer Creek Addition #2.

- f. The consideration of Pay Request #1, submitted by Midlands Contracting, in the amount \$90,000.00 for work completed on the Hidden Valley Addition #1.
- g. The consideration of Pay Request #6, submitted by Midlands Contracting, in the amount of \$175,518.00 for work completed on the Prairie Ridge Addition #1.

## **SPECIAL PRESENTATIONS**

Tricia Gowen, Administrative Services Director presented Mark of Excellence Awards to the following City employees:

Audrey Rogers, Craig Paxton, Myra Peoples, Jeremy Stenstrom, Kathleen Kramer and Todd Fike.

Mary Kellerman presented a certificate of appreciation to the City of Junction City for their support of Relay for Life.

## **PUBLIC HEARINGS**

Vice Mayor Rhodes opened a public hearing concerning the annexation of property along Old Highway 40, Spring Valley Road, tracts along Spring Valley, Rucker Road and tracts alongside Rucker Road.

City Manager Barnes stated that the reason for the annexation was to square up the boundaries of the city and make easier access for fire, ambulance and police. He stated that the property owners would be required to connect to the city's water and sewer. Residents have five years to connect to the sewer.

Citizens expressed their concerns on several issues:

- 1) some of the residents want to stay on rural water until the district is dissolved.
- 2) Concerned about equipment storage and livestock
- 3) What the residents will get as services as city residents.

Staff stated that they will look into the concerns and come up with solutions as not to inconvenience the property owners.

Vice Mayor Rhodes closed the public hearing.

## **ORDINANCE S-2888 ANNEXING LANDS ADJOINING RUCKER ROAD AND SPRING VALLEY ROAD (FIRST READING)**

Ordinance S-2888 was presented on first reading.

### *ORDINANCE S-2888*

AN ORDINANCE ANNEXING CERTAIN LANDS ADJOINING THE CITY OF JUNCTION  
CITY PURSUANT TO K.S.A. 12-520 AND 12-520a

Commissioner Talley moved, seconded by Commissioner Taylor to approve Ordinance S-2888 on first reading. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

**ORDINANCE S-2889- ANNEXING ROADWAYS ADJOINING RUCKER ROAD AND SPRING VALLEY ROAD (FIRST READING)**

Ordinance S-2889 was presented on first reading.

**ORDINANCE S-2889**

AN ORDINANCE ANNEXING CERTAIN ROADWAYS ABUTTING THE CITY OF JUNCTION CITY PURSUANT TO K.S.A. 12-520 AND 12-520a

Commissioner Talley moved, seconded by Commissioner Taylor to approve Ordinance S-2889 on first reading. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

**ORDINANCE S-2891-FINAL READING**

**ORDINANCE NO. S-2891**

AN ORDINANCE RELATING TO CERTAIN UNPLATTED LAND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS: APPROVING AND ACCEPTING THE FINAL PLAT OF SAID LAND, THE PUBLIC DEDICATIONS, STREETS, BUILDING LIMIT LINES AND UTILITY EASEMENTS SHOWN THEREON AS RIVENDELL ADDITION TO JUNCTION CITY, GEARY COUNTY, KANSAS: REZONING SAID PROPERTY FROM COUNTY AGRICULTURAL (A) DISTRICT TO CITY GENERAL RESIDENTIAL (RG) DISTRICT AND TO INCORPORATE SAID PROPERTY INTO THE CITY LIMITS OF THE CITY OF JUNCTION CITY, KANSAS

Leon Osbourn, Kaw Valley stated that the property owner (Ron Strauss) wanted to keep two of the outbuildings that were on his property and have the property rezoned as commercial. Commissioner Talley moved, seconded by Commissioner Taylor to approve Ordinance S-2891 on final reading. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

**ORDINANCE G-1006-PAVING STANDARDS**

Ordinance G-1006 was presented on first reading.

**ORDINANCE G-1006**

AN ORDINANCE AMENDING A PORTION OF SECTION 235-010 (NUISANCES ENUMERATED) BY ADDING SUB-SECTIONS 22.a AND b TO SAID SECTION 235.010 TO PROVIDE PAVING STANDARDS FOR CERTAIN COMMERCIAL AND LIGHT INDUSTRIAL ZONED PROPERTIES.

Commissioner Wunder moved, seconded by Commissioner Talley to approve Ordinance G-1006 on final reading. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

**AGREEMENT-KDOT-BID LETTING ON EAST CHESTNUT STREET**

Christina Cook, Acting City Engineer requested that approval of the agreement with KDOT for the bid letting of the Railroad to East Street be approved. This will not include the round-about.

Commissioner Talley moved, seconded by Commissioner Wunder to approve the agreement with KDOT for the bid letting for the East Chestnut Street project. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab Motion carried.

#### **NEIGHBORHOOD REVITALIZATIONS**

Rose Palmer, Economic Development Retail Specialist, stated that Clint and Matthew Junghans have submitted three Neighborhood Revitalization applications to construct new homes located at the addresses listed below. Construction costs are approximately \$100,000 for each home. This project meets the terms and conditions of the Neighborhood Revitalization Plan #13 under residential development. Thereby, qualifying for a tax rebate on the aforementioned property of 95% for years 1 thru 3; 80% for year 4; 70% for year 5; 60% for year 6; 50% for year 7; 40% for year 8; 30% for year 9; and 20% for year 10.

- a) 224 W. 10<sup>th</sup> Street
- b) 231 W. 10<sup>th</sup> Street
- c) 739 W. 12<sup>th</sup> Street

Commissioner Wunder moved, seconded by Commissioner Taylor to approve the Neighborhood Revitalization applications as presented. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

Rose Palmer, Economic Development Retail Specialist stated that Randy Heldstab has submitted a Neighborhood Tax Revitalization application to rehabilitate an apartment rental building at 236 W. 9<sup>th</sup> Street, Junction City, Kansas. Rehabilitation costs are approximately \$240,000. This project meets the terms and conditions of the Neighborhood Revitalization Plan #13 under commercial development. Thereby, qualifying for a tax rebate on the aforementioned property of 95% for years 1 and 2; 85% for years 3 and 4; and 75% for year 5.

Commissioner Talley moved, seconded by Commissioner Taylor to approve the Neighborhood Revitalization application as requested. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

Rose Palmer, Economic Development Retail Specialist stated Stephen Ayres, LLC has submitted a Neighborhood Revitalization application to construct a new home located at 420 Roosevelt St., Junction City, Kansas. Construction costs are approximately \$128,000. This project meets the terms and conditions of the Neighborhood Revitalization Plan #13 under residential development. Thereby, qualifying for a tax rebate on the aforementioned property of 95% for years 1 thru 3; 80% for year 4; 70% for year 5; 60% for year 6; 50% for year 7; 40% for year 8; 30% for year 9; and 20% for year 10.

Commissioner Wunder moved, seconded by Commissioner Taylor to approve the Neighborhood Revitalization application as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **SUBDIVISION UPDATE-KAW VALLEY ENGINEERING**

Leon Osbourn, Kaw Valley Engineering briefed the City Commission on the status of the various sub divisions in Junction City.

#### **BY-LAWS –JUNCTION CITY-GEARY COUNTY ANIMAL SHELTER**

Commissioner Wunder stated that the board had no problem with accepting the by-laws as read.

Commissioner Talley moved, seconded by Commissioner Wunder to approve the by-laws as presented. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

#### **AWARD OF BID-MIDLAND CONTRACTING-MANN'S RANCH INTERCEPTOR SEWER**

City Staff recommended tabling any action on the award of bid for the contract for the Interceptor Sewer to service Mann's Ranch to Midland Contracting in the amount of \$346,732.50.

Commissioner Wunder moved, seconded by Commissioner Talley to table any action on this issue until a future meeting. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

#### **AWARD OF BID-DEMOLITION OF 631 W 11<sup>th</sup> and 1426 N MONROE**

Dave Hurley, Codes Administrator requested the award of bid to Glessner Contracting for the demolition of Structures located at 631 W 11<sup>th</sup> at a cost of \$2040.00 and structures located at 1426 N Monroe at a cost of \$1740.00.

Commissioner Talley moved, seconded by Commissioner Wunder to approve the awards of bid as recommended. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **DEVELOPMENT AGREEMENT CENTRAL NATIONAL BANK**

Josh McKim, Economic Development Director asked for approval of a development agreement between the City of Junction City and Central National Bank. The bank is developing an addition on their building. He stated that Central National has made a tremendous contribution to the city.

Commissioner Wunder moved, seconded by Commissioner Taylor to approve the development agreement as requested. Ayes: Rhodes, Taylor, Wunder. Nays: None. Abstain: Talley. Absent: Heldstab. Motion carried.

#### **ORDINANCE S-2898-ISSUANCE OF INDUSTRIAL REVENUE BONDS**

Ordinance S-2898 was presented on first reading.

#### **ORDINANCE NO. S-2898**

AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2007 (RIMROCK PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$1,500,000 FOR THE PURPOSE OF EXPANDING, FURTHER IMPROVING AND FURNISHING AN EXISTING COMMERCIAL BANK OPERATIONS BUILDING FACILITY; AUTHORIZING EXECUTION OF A BOND AGREEMENT BY AND BETWEEN THE CITY, CENTRAL NATIONAL BANK, JUNCTION CITY, KANSAS, AS TENANT AND

PURCHASER AND CENTRAL OF KANSAS, INC., JUNCTION CITY, KANSAS AS FISCAL AND PAYING AGENT; AUTHORIZING THE CITY TO LEASE SUCH FACILITY TO CENTRAL NATIONAL BANK AND AUTHORIZING EXECUTION OF A LEASE BETWEEN SAID CITY AND CENTRAL NATIONAL BANK; AND AUTHORIZING THE EXECUTION OF ADDITIONAL DOCUMENTS NECESSARY OR DESIRABLE TO EFFECT THE TRANSACTION CONTEMPLATED HEREBY.

Commissioner Taylor moved, seconded by Commissioner Wunder to approve Ordinance S-2898 on first reading. Ayes: Rhodes, Taylor, Wunder. Nays: None. Abstain: Talley. Absent: Heldstab. Motion carried.

#### **HOME GRANT**

Joni Hernly requested that approval be gives for four homes to have HQS Inspections and Risk Assessments utilizing the HOME Grant funds. The homes are as follows

1. 2004 N Madison
2. 1812 N Madison
3. 1838 N Madison
4. 1807 N Madison

Commissioner Wunder moved, seconded by Commissioner Talley to approve the request as presented. Ayes: Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

#### **AWARD OF BID-LANDSCAPE DESIGN**

Staff recommended that the landscape design roundabout project be rebid, since the cost was higher than anticipated.

Commissioner Talley moved, seconded by Commissioner Taylor to reject the bid and direct the staff to redesign and rebid the project as requested, Ayes: , Rhodes, Talley, Taylor, Wunder. Nays: None. Absent: Heldstab. Motion carried.

#### **DEVELOPMENT AGREEMENT-NEW HORIZONS**

Josh McKim stated that New Horizons planned to build a new building for construction of travel homes and to have a retail space for selling them as well. The location is in the Tom Neal Industrial Park. The City will purchase the existing Horizons building and will give the land for the new construction. The City has a few prospects for the old building.

Mr. Willie Thornburg stated that he is not pleased with a manufacturing plant being built sin close proximity to his home. He stated that when the property was rezoned to light Industrial for Upland Insurance, he was told that the city would protect his interests and not put a manufacturing firm there.

Another resident was concerned about the pollution aspect of the manufacturing plant.

The owner of New Horizons stated that the plant will look nice, not like a warehouse.

Commissioner Talley moved, seconded by Commissioner Taylor to approve the development agreement as presented. Ayes: Rhodes, Talley, Taylor. Nays: Wunder. Absent: Heldstab. Motion carried.

### **GENERAL DISCUSSION**

Mayor Heldstab opened the meeting for general discussion.

Mick McAllister asked the City Commission to consider letting some of the residents stay on the rural water district until the district is dissolved.

Mr. Blevins, 724 E 10th asked the City Commission to consider rezoning his property. It is now zoned as industrial and if something should happen to his home, he would not be allowed to rebuild. The Commission stated that the matter would be looked into.

### **COMMISSIONER COMMENTS**

Vice Mayor Rhodes opened the meeting for Commissioner Comments.

Commissioner Talley congratulated Dr. Larry Dixon on the naming of the newest school addition after him.

Commissioner Taylor congratulated Gail Parsons on the art display of a local artist.

Vice Mayor Rhodes congratulated the City employees that received the Mark of Excellence award.

### **STAFF COMMENTS**

Vice Mayor Rhodes opened the meeting for staff comments

City Manager Barnes stated the Christmas parade will be at 5:30 p.m. on Friday, November 24. He stated that December 1-2 is the annual City Commission Retreat held at the Courtyard by Marriott. He also stated that December 12, there will be a work session for discussions with the legislatures.

### **ADJOURNMENT**

Commissioner Talley moved, seconded by Commissioner Wunder to adjourn at 8:45 p.m. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF DECEMBER 2006 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR November 21, 2006.

\_\_\_\_\_  
Colleen Woodruff, City Clerk

\_\_\_\_\_  
Terry Heldstab, Mayor



## CITY COMMISSION MINUTES

December 5, 2006

7:00 P.M.

The regular meeting of the Junction City City Commission was held on Tuesday, December 5, 2006 with Mayor Heldstab presiding.

The following members of the Commission were present: Terry Heldstab, Ken Talley, Mike Rhodes, Jack Taylor and Mick Wunder. Staff present were: Acting City Manager Tricia Gowen, City Attorney Charles Zimmerman and City Clerk Colleen Woodruff. Absent: City Manager Rod Barnes and Assistant City Manager Mike Guinn.

### PLEDGE OF ALLEGIANCE

### CONSENT AGENDA

Commissioner Taylor moved, seconded by Commissioner Wunder to remove item b from the consent agenda and take action on the regular agenda. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

Commissioner Rhodes moved, seconded by Commissioner Wunder to approve the consent agenda as amended. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried. Motion carried. The consent agenda consisted of the following:

- a. Approval of the November 21, 2006 Commission meeting minutes and the City Commission meeting.
- b. The consideration of Ordinance S-2902 authorizing the City of Junction City to enter into a lease purchase transaction for the construction and installation of park improvements at "The Bluffs". (Second Reading). **(REMOVED AND PLACED ON REGULAR AGENDA)**
- c. The consideration of a petition for the JC Middle School in the amount of \$634,879.65 and a bid date of December 12, 2006, submitted by Kaw Valley Engineering for the construction of infra-structure improvements for the JC Middle School Addition.
- d. The consideration of Pay Request #5(Final), submitted by Boyd Excavating, in the amount of \$42,321.21, for work at the Industrial Park Addition.
- e. The consideration of Pay Request #2, submitted by J&K Contracting, in the amount of \$87,808.27 for construction improvements to Russell J Johnson Addition.
- f. The consideration of Pay Request #2, submitted by J&K Contracting, in the amount of \$42,187.50 for construction work at Prairie Ridge #2.

- g. The consideration of Pay Request #2, submitted by J&K Contracting, in the amount of \$236,179.69 for construction improvements to Doc Hargreaves #5.
- h. The consideration of Ordinance S-2874, requesting a street name change from Stonybrooke Land to Forest Park Lane in the Spring Valley Addition #2. (First Reading).
- i. The consideration of a grant of easement to Martin Hemmingway and Sheree Hemmingway for property located at Sheridan Heights sub-division.
- j. The consideration of Appropriations Ordinance dated November 28, 2006 in the amount of \$1,847,928.89 and Payroll Ordinance P-24 dated November 28, 2006 in the amount of \$202,194.19.
- k. The request to set a public hearing date of December 19<sup>th</sup>, 2006 to amend the 2006 City budget.
- l. The consideration of Ordinance G-1011, deleting Section 600.240 eliminating the regulation of amusement devices. (First Reading).
- m. The consideration of Ordinance G-1012, amending section 310.010 and Table 1, speed limits to change the school zone in the vicinity of Eisenhower School. (First Reading).
- n. The consideration of Street name changes in the Prairie Ridge Addition #2:
  - 1. S-2899 from Linden Court to Eagle Court. (First Reading).
  - 2. S-2900 from Poplar Court to Glory Drive. (First Reading).
  - 3. S-2901 from Prairie Way to Yankee Lane. (First Reading).
  - 4. S-2903 from Prairie Drive to Veterans Drive. (First Reading).
- o. The consideration of award of bid for the City's checking accounts and request for approval to accept the bid from First State Bank.

#### **ORDINANCE S-2902 PARK IMPROVEMENTS—THE BLUFFS**

Ordinance S-2902 authorizing the City of Junction City to enter into a lease purchase transaction for the construction and installation of park improvements at "The Bluffs" was presented for consideration on final reading.

Commissioner Talley moved, seconded by Commissioner Rhodes to approve Ordinance S-2902 on final reading. Ayes: Heldstab, Rhodes, Talley, Wunder. Nays: Taylor. Motion carried.

#### **APPOINTMENTS**

Commissioner Rhodes moved, seconded by Commissioner Wunder to reappoint Jan

Gray, Eric Stahl and Darren Gunderson to the Junction City Historic Preservation Board, with terms expiring in November 2009. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

### **SPECIAL PRESENTATIONS**

Tricia Gowen, Administrative Services Director presented employee service awards to the following employees:

10 year awards: Nancy Biggs, Joleen Schnurr, Frank Bodine, Tricia Gowen, Kenny Langdon, Randy Nabus, Jim Peterson, JR Reynolds.

15 year awards: John Haggarty, Michael Jefferson, Kirt Nicols

20 year awards: Jeff Childs, Ed Lazear, Michael Life

25 year awards: Craig Paxton, Glen Rubash

30 year: Les Flower, Phil Waters

### **PUBLIC HEARINGS-CONDEMNATION**

Mayor Heldstab opened a public hearing to consider condemnation of property at 336 W 5<sup>th</sup> Street.

Dave Hurley, Codes Administrator asked for approval of Resolution 2294 for condemnation of property located at 336 W 5<sup>th</sup> Street. He stated that staff was not able to contact the owner of the property. Larry Ruiz stated that he is buying the property on contract. He stated that the owners, Brenda and Tony Joseph live in St. Louis. Mr. Ruiz asked the Commission to grant him six (6) months to acquire the financing to purchase the home and to make repairs to bring it up to code. He stated that he is applying for the Neighborhood Revitalization Program.

Mayor Heldstab closed the public hearing.

Commissioner Wunder moved to grant a 6 month extension and directing Mr. Ruiz to bring monthly reports to the Codes Office. Commissioner Wunder removed the motion.

Commissioner Talley moved, seconded by Commissioner Rhodes to approve grant a 120 day extension and to direct Mr. Ruiz to have monthly reports on the status of the project to the Codes Administrator. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

Mayor Heldstab opened a public hearing to consider condemnation of property at 702 W 9<sup>th</sup> Street.

Dave Hurley, Codes Administrator asked for approval of Resolution 2293 for condemnation of property located at 702 W. 9<sup>th</sup> Street. He stated that staff was not able to contact the owner of the property.

Mayor Heldstab closed the public hearing.

Commissioner Talley moved, seconded by Commissioner Taylor to approve Resolution 2293 as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

Mayor Heldstab opened a public hearing to consider condemnation of property at 807 W 9<sup>th</sup> Street.

Dave Hurley, Codes Administrator asked for approval of Resolution 2292 for condemnation of property located at 807 W. 9<sup>th</sup> Street. He stated that staff was not able to contact the owner of the property.

Mayor Heldstab closed the public hearing.

Commissioner Rhodes moved, seconded by Commissioner Wunder to approve Resolution 2292 as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

## **YOUTH COMMISSION REPORT**

Kyle Glaser stated that the News Years Gala will be held at the Junction City High School on December 31, 2006.

### **ORDINANCE S-2888 -- ANNEXING LAND ADJOINING RUCKER ROAD AND SPRING VALLEY ROAD. SECOND READING**

Ordinance S-2888 was presented on final reading.

#### **ORDINANCE S-2888**

AN ORDINANCE ANNEXING CERTAIN LANDS ADJOINING THE CITY OF JUNCTION CITY PURSUANT TO K.S.A. 12-520 AND 12-520a

Commissioner Rhodes moved, seconded by Commissioner Wunder to approve Ordinance S-2888 on final reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

### **ORDINANCE S-2889 -- ANNEXING ROADWAYS ADJOINING RUCKER ROAD AND SPRING VALLEY ROAD. SECOND READING**

Ordinance S-2889 was presented on final reading.

#### **ORDINANCE S-2889**

AN ORDINANCE ANNEXING CERTAIN ROADWAYS ABUTTING THE  
CITY OF JUNCTION CITY PURSUANT TO K.S.A. 12-520 AND 12-520a

Commissioner Wunder moved, seconded by Commissioner Talley to approve Ordinance S-2889 on final reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

**ORDINANCE S-2898 -- AUTHORIZING THE ISSUANCE OF INDUSTRIAL  
REVENUE BONDS-RIMROCK PROPERTY (FINAL READING)**

Ordinance S-2898 was presented on final reading. This ordinance authorizes the issuance of industrial revenue bonds Series 2007 (Rimrock Project) in an amount not to exceed \$1,500,000.00,

**ORDINANCE NO. S-2898**

AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2007 (RIMROCK PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$1,500,000 FOR THE PURPOSE OF EXPANDING, FURTHER IMPROVING AND FURNISHING AN EXISTING COMMERCIAL BANK OPERATIONS BUILDING FACILITY; AUTHORIZING EXECUTION OF A BOND AGREEMENT BY AND BETWEEN THE CITY, CENTRAL NATIONAL BANK, JUNCTION CITY, KANSAS, AS TENANT AND PURCHASER AND CENTRAL OF KANSAS, INC., JUNCTION CITY, KANSAS AS FISCAL AND PAYING AGENT; AUTHORIZING THE CITY TO LEASE SUCH FACILITY TO CENTRAL NATIONAL BANK AND AUTHORIZING EXECUTION OF A LEASE BETWEEN SAID CITY AND CENTRAL NATIONAL BANK; AND AUTHORIZING THE EXECUTION OF ADDITIONAL DOCUMENTS NECESSARY OR DESIRABLE TO EFFECT THE TRANSACTION CONTEMPLATED HEREBY.

Commissioner Rhodes moved, seconded by Commissioner Wunder to approve Ordinance S-2898 on final reading. Ayes: Heldstab, Rhodes, Taylor, Wunder. Nays: None. Abstain: Talley. Motion carried.

**EXECUTIVE SESSION**

Commissioner Talley moved, seconded by Commissioner Taylor to adjourn into executive session at 7:40 p.m. to reconvene at 7:55 p.m. to discuss matters concerning confidential data relating to financial affairs or trade secrets of second parties, such as corporations, partnerships, trusts and individual proprietorships. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

Included in the Executive session were City Attorney, Economic Development Director, Acting City Manager, Commissioners Talley, Taylor and Heldstab, Leon Osburn.

Commissioner Taylor moved, seconded by Commissioner Talley to reconvene into regular session having taken no action nor made any decisions while in executive session. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **DEVELOPMENT AGREEMENT-UNPLUGGED CITIES**

Josh McKim, Economic Development Director asked the City Commission to approve a development agreement with Unplugged Cities. Unplugged Cities wishes to open a customer care center for a wireless internet service. The project would open approximately 30 jobs in a three year time frame.

Commissioner Taylor moved, seconded by Commissioner Talley to approve the development agreement between the City of Junction City and Unplugged Cities. Ayes: Heldstab, Talley, Taylor. Nays: None. Abstain: Rhodes, Wunder. Motion carried.

#### **PUBLIC HEARING**

Mayor Heldstab opened a public hearing for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Economic Development category.

Josh McKim, Economic Development Director stated that Unplugged Cities (customer service call center) with the proposed location of the Genmar Building at 2323 N. Jackson. The funds will be used for capital for equipment and building and will create 30 jobs. The estimated project cost is \$600,000 of which \$200,000 will be requested from the CDBG program.

Commissioner Taylor moved, seconded by Commissioner Talley to direct the City to apply for the grant as requested. Ayes: Heldstab, Talley, Taylor. Nays: None. Abstain: Rhodes, Wunder. Motion carried.

#### **AWARD OF BID -INTERCEPTOR SEWER--MANN'S RANCH**

Leon Osbourn, Kaw Valley Engineering requested approval of award of bid to Midlands Contracting, in the amount of \$346, 732.50 for the interceptor sewer to serve Mann's Ranch.

Commissioner Rhodes moved, seconded by Commissioner Taylor to approve the award of bid as requested. Ayes: Heldstab, Rhodes, Talley, Taylor. Nays: Wunder. Motion carried.

#### **ORDINANCE S-2904—REZONING PROPERTY-FIRST READING**

Ordinance S-2904 requesting rezoning from duplex residential to multiple family residential for property located at 928 and 932 W 8<sup>th</sup>. The MPC unanimously voted to recommend the rezoning. There will be two 3-plexes built on the property.

#### ORDINANCE NO. S-2904

AN ORDINANCE RELATING TO PROPERTY GENERALLY LOCATED AT 928 AND 932 WEST EIGHTH STREET AND MORE PARTICULARLY DESCRIBED AS LOT ONE (1) AND LOT TWO (2), BLOCK ONE (1), TIMMONS FAMILY ADDITION TO JUNCTION CITY, GEARY COUNTY, KANSAS. REZONING SAID PROPERTY FROM DUPLEX RESIDENTIAL (RD) DISTRICT TO MULTIPLE-FAMILY RESIDENTIAL (RM) DISTRICT ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

Commissioner Wunder moved, seconded by Commissioner Taylor to approve Ordinance S-2904 on first reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **ORDINANCE G-1007-CARRYING CONCEALED WEAPONS-FIRST READING**

##### G-1007

AN ORDINANCE REGULATING THE CARRYING OF CONCEALED WEAPONS WITHIN THE CITY OF JUNCTION CITY AND IMPLEMENTING K.S.A. 75-7c01 et seq., THE PERSONAL AND FAMILY PROTECTION ACT

City Attorney Zimmerman stated that the city should adopt the State's policies of where a concealed weapon can and cannot be carried. Commissioner Talley moved, seconded by Commissioner Wunder to approve Ordinance G-1007 on first reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **CHANGE ORDER #3-REVISING PAY REQUEST**

Christina Cook, City Engineer asked for City Commission approval of change order #3, revising the amount of a pay request from Middlecreek Corporation for work completed at the Ash Street Extension Project in an amount of \$36,000.00 for installation of a 12" clay soil liner. Staff was recommending denial of this request, as it was actually included in the original bid costs.

Commissioner Rhodes moved, seconded by Commissioner Talley to deny the change order as presented. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **CHANGE ORDER #4 REVISING PAY REQUEST**

Christina Cook, City Engineer asked for City Commission approval of change order #4 submitted by Middlecreek Corporation in the amount of \$23,656.25 for improvements adjacent to KJCK Southwind Drive.

Commissioner Rhodes moved, seconded by Commissioner Talley to approve the change order as requested. Ayes: Heldstab, Rhodes, Talley. Nays: Taylor, Wunder. Motion carried.

#### **POLICY RESOLUTION-PR-06-11**

Tricia Gowen, Administrative Services Director requested approval of Policy Resolution PR-06-11 authorizing a cost of living increase. This resolution will provide for a 2% increase for all general employees including the City Manager and Economic Development Director. It also sets the minimum and maximum of all pay grades within the City.

Commissioner Talley moved, seconded by Commissioner Wunder to approve Policy Resolution PR-06-11 as requested. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

#### **REQUEST-GRANDFATHER HIS MECHANICAL LICENSE**

Greg DeBacker requested an exception to the mechanical license for new home construction to be grandfathered in without requiring the testing. He stated that he is licensed in the City of Topeka and wants to be able to practice his trade in Junction City without being block tested. No action was taken on this issue.

#### **ORDINANCE S-2905 --**

Ordinance S-2905 authorizing the issuance of general obligation bonds to provide funding for economic development grants for development and construction of commercial and office facilities was presented on first reading.

#### **ORDINANCE NO. S-2905**

A HOME RULE ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS FOR ECONOMIC DEVELOPMENT GRANTS TO BE USED IN CONNECTION WITH THE DEVELOPMENT AND CONSTRUCTION OF CERTAIN COMMERCIAL PROCESSING AND OFFICE FACILITIES LOCATED IN THE CITY.

Commissioner Talley moved, seconded by Commissioner Taylor to approve Ordinance S-2905 on first reading. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

### **GENERAL DISCUSSION**

Mayor Heldstab opened the meeting for general discussion.

There was no general discussion.

### **COMMISSIONER COMMENTS**

Mayor Heldstab opened the meeting for Commissioner Comments.

Commissioner Taylor congratulated the City Manager and staff for organizing the City Commission retreat.

Commissioner Rhodes congratulated the city employees on receiving years of service awards.

### **STAFF COMMENTS**

Mayor Heldstab opened the meeting for staff comments

Acting City Manager Gowen stated that the annual City employee Christmas Party will be held on December 8, 2006.

### **ADJOURNMENT**

Commissioner Wunder moved, seconded by Commissioner Talley to adjourn at 8:45 p.m. Ayes: Heldstab, Rhodes, Talley, Taylor, Wunder. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF DECEMBER 2006 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR December 5, 2006

\_\_\_\_\_  
Colleen Woodruff, City Clerk

\_\_\_\_\_  
Terry Heldstab, Mayor



## **ORDINANCE S-2888**

### **AN ORDINANCE ANNEXING CERTAIN LANDS ADJOINING THE CITY OF JUNCTION CITY PURSUANT TO K.S.A. 12-520 AND 12-520a**

#### **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

SECTION 1: The City of Junction City, Kansas hereby annexes the following described lands into the City of Junction City, Kansas.

#### **Parcel # 1**

##### **1) LEGAL DESCRIPTION – CONROW TRACTS**

Two tracts in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East, described as follows: Beginning at a point 465.00 feet North of the South line (also, being the centerline of Old U.S. Highway 40, now a County Road) and 979.35 feet East of the Southwest corner of said Northwest Quarter of the Northwest Quarter of said Section 22. From this point of beginning, bearing North 251.07 feet to the southern right-of-way of Kansas Highway I-70; thence bearing S 83°06' E, along said right-of-way 151.09 feet; thence bearing South 232.92 feet; thence, bearing West 150.00 feet to the point of beginning, containing 0.83332 acres, more or less, AND,

Beginning at a point on the northern right-of-way of Old Kansas Highway U.S. 40 (now a County Road), further described as located 30 feet North of the South line and 1129.35 feet East of the Southeast corner of said Northwest Quarter of the Northwest Quarter of said Section 22. From this point of beginning, bearing North 668.52 feet to the southern right-of-way of Kansas Highway I-70; thence bearing S 83°06' E along the southern right-of-way of Highway I-70, 40.29 feet; thence, bearing South 663.68 feet to the northern right-of-way of Old Kansas Highway U.S. 40; thence West along the northern right-of-way of said Highway U.S. 40, 40.00 feet to the point of beginning, containing 0.61166 acres, more or less, AND,

A parcel of land located in the Northwest Quarter of Section 22, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas and described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Northwest Quarter, thence S 89°13'08" E on the South line of said Northwest Quarter of the Northwest Quarter, a distance of 957.21 feet; thence N 00°46'52" E a distance of 30.00 feet to a point on the North Right-of-Way line of Old Highway 40, said point being the Point of Beginning of the parcel to be described and also being the Southeast Corner of Castle Island Subdivision, as recorded in the Office of the Register of Deeds, Geary County, Kansas; thence N 02°20'28" E on the East line of said Castle Island Subdivision a distance of 685.21 feet to a point on the

Southerly Right-of-Way line of Interstate 70; thence S 00°30'05" W a distance of 684.96 feet to a point on the North Right-of-Way line of Old Highway 40; thence N 89°13'08" W on said Right-of-Way line a distance of 22.00 feet to the Point of Beginning.

**Parcel # 2:**

(2) LEGAL DESCRIPTION – KRACHT TRACT

Lot One (1), Block One (1) Castle Island a Subdivision in Geary County, Kansas.

**Parcel # 3:**

(3) LEGAL DESCRIPTION – ROTH TRACT

Lots One (1) and Two (2) Roth Addition, Geary County, Kansas.

**Parcel # 4:**

(4) LEGAL DESCRIPTION – BOWERS TRACTS

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas described as follows: Beginning at a point on the centerline of a now traveled county road, said point being 291.75 feet North and 37.01 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of said Section Twenty Two (22); thence N 02°23' E on said centerline a distance of 106.67 feet; thence N 01°51' W on said centerline a distance of 40.44; thence N 01°51' W on said centerline a distance of 97.24 feet; thence N 04°55'51" W on said centerline a distance of 49.56 feet; thence East 301.80 feet; thence South 293.57 feet thence West 297.55 feet to the point of beginning; AND,

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas and described as follows: Beginning at a point on the centerline of a now traveled county road, said point being 584.32 feet North and 30.75 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East; thence N 04°55'41" W on said centerline a distance of 202.61 feet; thence S 82°32'21" E on the Southerly Right-of-Way line of Interstate Highway No. 70 a distance 256.00 feet; thence N 82°00'21" E on said Right-of-Way line a distance of 66.05 feet; thence S a distance of 177.82 feet; and thence West a distance of 301.80 feet to the point of beginning; AND,

A tract in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described and located as follows: Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), 273.50 feet East of the Southwest corner of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence North 291.75 feet; thence East 61.05 feet; thence North 293.57 feet; thence West 2.01 feet; thence North 174.22 feet; thence N 81°49'30" E, 130.98 feet; thence S 83°09'30" E 23.53 feet; thence South 775.37 feet to

the South line of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence West 212.05 feet to the point of beginning, subject to dedication of a 30-foot wide strip along the South line for use as County Road Right-of-Way;

LESS AND EXCEPT, the following described tract of land:

A tract of land in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas described as follows: Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian, which is 342.55 feet East of the Southwest Corner of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22); thence East 143.00 feet; thence North 459.00 feet; thence West 131.00 feet; thence S 01°30' W, 459.16 feet to the point of beginning, subject to dedication of a strip 30 feet wide along the South line for use as County Road Right-of-Way.

**Parcel # 5:**

(5) LEGAL DESCRIPTION – GEORGE TRACT

BEGINNING at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty Two (22), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M.; thence East 265 ½ feet; thence North 290 ¾ feet; thence West 265 ½ feet to the Section line; thence South along Section line 290 ¾ feet to the place of beginning, the same containing 1.77 acres more or less.

**Parcel # 9:**

(9) LEGAL DESCRIPTION – JOHNSON TRACT

A tract of land in the North Half of the Southwest Quarter (N ½ SW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section Fifteen (15), thence S 89°22'40" E a distance of 477.36 feet to the point of beginning; thence S 89°22'40" E a distance of 1065.10 feet; thence N 00°05'27" W a distance of 415.00 feet; thence S 89°54'33" W a distance of 1065.00 feet; thence S 00°05'27" E, a distance of 403.86 feet to the point of beginning.

**Parcel # 10**

(10) LEGAL DESCRIPTION – W THORNBURG TRACT

Lot One (1), Block One (1) Thornburg Subdivision to Geary County, Kansas.

**Parcel # 11:**

(11) LEGAL DESCRIPTION – P THORNBURG TRACT

A tract of land in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, specifically described and located as follows: Beginning at a point on the West line of said Section Fifteen (15), said point being the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section Fifteen (15); thence N 89°22'40" E a distance of 477.36; thence N 00°05'27" W a distance of 204.65 feet; thence S 89°54'33" W a distance of 477.32 feet; thence S 00°05'27" E, a distance of 199.21 feet to the point of beginning.

**Parcel # 12:**

**(12) LEGAL DESCRIPTION – STRAUSS TRACTS**

A tract of land located in the Southwest Quarter of Section 15, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., in Geary County, Kansas, described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence S 00°05'27" E on the West line of said Southwest Quarter a distance of 235.81 feet to the point of beginning of the tract to be described, said point also being in the centerline of an existing County Road, more commonly known as Spring Valley Road; thence N 89°54'33" E a distance of 490.00 feet; thence S 00°05'27" E a distance of 484.03 feet; thence S 89°54'33" W a distance of 490.00 feet to a point on the West line of said Southwest Quarter, said point also being in said centerline of Spring Valley Road; thence N 00°05'27" W on said West line a distance of 484.03 feet to the point of beginning. Contains 5.44 acres more or less. Subject to a 40 foot County Road right-of-way along the Westerly side of described tract.

AND,

A tract of land located in the Southwest Quarter of Section 15, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas and described as follows: Commencing at the Northwest corner of said Southwest Quarter of Section 15, said point also being a point in the centerline of a now existing county road more commonly called Spring Valley Road; thence S 00°05'27" E on the West line of said Southwest Quarter and said centerline of Spring Valley Road a distance of 719.83 feet; thence N 89°54'33" E a distance of 40.00 feet to a point on the East Right-of-Way line of said Spring Valley Road, said point also being the POINT OF BEGINNING of the tract to be described; thence continuing N 89°54'33" E a distance of 450.00 feet; thence S 00°05'27" E a distance of 199.21 feet; thence S 89°54'33" W on the North line of Thornberg Subdivision to Geary County and extensions thereof a distance of 450.00 feet to the Northwest corner of said Thornberg Subdivision, said point also being a point on said East Right-of-Way line of Spring Valley Road; thence N 00°05'27" W on said East Right-of-Way line a distance of 199.21 feet to the Point of Beginning. Contains 2.058 Acres, more or less.

**Parcel # 13:**

**(13) LEGAL DESCRIPTION – HUBBARD TRACT**

Lot One (1), Block One (1) Hubbard's Subdivision, Geary County, Kansas.

**Parcel # 14:**

(14) LEGAL DESCRIPTION – MCCALLISTER TRACT

Lot One (1), Block One (1) McCallister Addition Unit No. 1 Geary County, Kansas.

**Parcel # 15:**

(15) LEGAL DESCRIPTION – PETRIK TRACT

Beginning at the East Quarter corner of Section 16, Township Twelve (12), Range Five (5) East; thence North along the East line of said Section a distance of 682.6 feet; thence West at right angle with said East line of said Section a distance of 200 feet; thence South parallel to the East line of said Section a distance of 682.6 feet more or less to the East and West Quarter line of said Section; thence N 89°50' E along said Quarter line a distance of 200 feet to the point of beginning.

**Parcel # 16:**

(16) LEGAL DESCRIPTION – SMALL TRACT

Lot One (1), Block One (1) Small's Acres, A Subdivision to Geary County, Kansas.

**PARCEL # 17:**

LEGAL DESCRIPTION – KOZLOWSKI TRACT

Lot One (1), Block One (1) Krajkoski Addition Unit No. Two (2), Geary County, Kansas.

**PARCEL # 18:**

(18) LEGAL DESCRIPTION – S KRAJKOSKI TRACT

Lot Three (3), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 19:**

LEGAL DESCRIPTION – KRAJKOSKI TRUST TRACT

Lot Two (2), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 20:**

(20) LEGAL DESCRIPTION – MATHIS TRACT

Lot One (1), Block One (1) Krajkoski Addition Unit No. Three (3), A Replat of Krajkoski Addition Unit No. One (1) and Unplatted Land, Geary County, Kansas.

**PARCEL # 21:**

**(21) LEGAL DESCRIPTION – CYNOVA TRACT**

A two (2) acre tract in the Southeast Quarter of the Northeast Quarter of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, further located and identified as follows: Beginning at the North 1/16<sup>th</sup> corner on the East line of Section 16; thence S 89°52'36" W along the North line of the Southeast Quarter of the Northeast Quarter of Section 16, 417.42 feet; thence S 0°07'24" E, parallel with the East line of Section 16, 208.71 feet; thence N 89°52'36" E, 417.42 feet to the East line of Section 16; thence N 0°07'24" W, 208.71 feet to the point of beginning, including a strip 40' wide at the East line, dedicated to the use of the public as a county road.

**PARCEL # 22:**

**(22) LEGAL DESCRIPTION – GEARY COUNTY TRACT**

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Fifteen (15), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., except the following tract of land, to wit: A tract of land described by metes and bounds as follows: Beginning at a common corner of Section Nine (9), Ten (10), Fifteen (15) and Sixteen (16), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., Geary County, Kansas; thence East along the North line of Section 15 to the Northeast corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 15; thence South along the East line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15 a distance of 795 feet; thence West parallel with the North line of said Section 15 to a point on the West line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15; thence North along the West line of the said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 15 a distance of 795 feet to the point of beginning and excepting also all of that right-of-way and easement for access to the water well, together with all rights to the use of said well, as described in Deed Book 47, pages 43 and 44, dated May 7, 1958, and recorded November 5, 1958, in the Office of the Register of Deeds, Geary County, Kansas.

**PARCEL # 23:**

**(23) LEGAL DESCRIPTION – CHESTERMAN TRACTS**

Two tracts of land in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas and described as follows:

Beginning at a point located by bearing S 0°07' E for a distance of 1317.72 feet from the section corner common to Sections Nine, Ten, Fifteen and Sixteen, and thence bearing N 89°56' W along the North 1/16 line of Section Sixteen for a distance of 387.20 feet, said point being located at the Southwest corner of a tract of land previously conveyed by grantors. From the point of beginning, bearing N 89°56' W along the North 1/16 line of Section Sixteen for a distance of 100 feet;

thence N 0°07' W for a distance of 450 feet; thence bearing S 89°56' E for a distance of 100 feet; thence bearing S 0°07' E, 450 feet to the point of beginning.

AND,

Beginning at a point designated as the intersection of the North 1/16 line of Section 16 and the East line of Section 16, located by bearing S0°07' E for a distance of 1317.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing N 89°56' W along the North 1/16 line of Section 16, for a distance of 40.00 feet to the West right-of-way line of a County highway; thence bearing N 89°56' W a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 450.00 feet; thence bearing S 89°56' E a distance of 347.20 feet to the West right-of-way line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the East line of Section 16; thence bearing S 0°07' E along the East line of Section 16 for 450.00 feet to the point of beginning, said tract containing 4 acres, more or less.

**PAECCEL # 24:**

**(24) LEGAL DESCRIPTION – GREENSTREET TRACT**

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12 South, Range 5 East of the 6<sup>TH</sup> Principal Meridian, Geary County, Kansas, as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 717.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 150.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence bearing N 89°56' W for a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 150.0 feet; thence bearing S 89°56' E for a distance of 347.20 feet to the West easement line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the point of beginning, consisting of 1.3333 acres, more or less, and including highway easement of 0.1377 acres, more or less, all in Geary County, Kansas.

**PARCEL # 25:**

**(25) LEGAL DESCRIPTION – WADSWORTH TRACT**

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 12 South, Range 5 East of the 6<sup>TH</sup> Principal Meridian, Geary County, Kansas, more particularly described as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 467.72 feet from the section corner common to Sections 9, 10, 15 and 16. From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 250.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence bearing N 89°56' W for a distance of 347.20 feet; thence bearing N 0°07' W for a distance of 250.0 feet; thence bearing S 89°56' E for a distance of 347.20 feet to the West easement line of a County highway; thence bearing S 89°56' E for a distance of 40.00 feet to the point of beginning. The total land area of this tract is 2.222 acres, more or less, which is subdivided into two tracts; one with land area of 1.9926 acres, more or less, and land designated as highway easement of 0.2296 acres, more or less.

**PARCEL # 26:**

**(26) LEGAL DESCRIPTION – O' NEAL TRACTS**

A tract of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, and further described as follows: Beginning at a point on the East line of Section 16, located by bearing S 0°07' E for a distance of 317.72 feet from the section corner common to Sections Nine (9), Ten (10), Fifteen (15) and Sixteen (16). From the point of beginning, bearing S 0°07' E along the East line of Section 16, for a distance of 150.00 feet; thence bearing N 89°56' W for a distance of 40.00 feet to the West easement line of a County highway; thence N 89°56' W for a distance of 347.20 feet; thence bearing S 0°07' E for a distance of 400.00 feet; thence bearing N 89°56' W for a distance of 67.80 feet; thence bearing N 0°07' W for a distance of 473.30 feet; thence bearing N 70°25' E for a distance of 228.04 feet; thence bearing S 89°56' E for a distance of 200.00 feet to the West easement line of a County highway; thence bearing S 89°56' E a distance of 40.00 feet to the point of beginning, containing 2.001 acres, more or less. This total area includes 0.13774 acres, more or less, of land designated for highway use.

AND,

A tract of land in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas located by beginning at a point on the East line of Section 16, thence bearing S 0°07' E a distance of 317.72 feet from the section corner common to Sections Nine (9), Ten (10), Fifteen (15) and Sixteen (16), thence bearing S 89°56'00" W a distance of 240 feet to the point of beginning of the above mentioned tract, which is specifically described as follows; From the point of beginning, bearing S 89°56'00" W a distance of 215 feet; thence S 0°07'00" W a distance of 74.28 feet; thence N 70°25'00' E a distance of 228.04 feet to the point of beginning of said tract, said tract containing .183 acres.

**Parcel # 46:**

**(46) LEGAL DESCRIPTION – MUNSON TRACT**

The Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, except the tract of school land described as follows: Beginning at the Northwest corner of said quarter section, and running thence East 209 feet, thence South 209 feet, thence West 209 Feet, thence North to the point of beginning and less and except the following four tracts of land and K-18 Highway and U.S. 77 Highway Right-of-Way;

**TRACT I**

A tract of land located in the Northwest Quarter (NW ¼) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said

Northwest Quarter (NW ¼); thence S 00°00'00" E along the West line of said Northwest Quarter (NW ¼) a distance of 209.00 feet; thence S 89°34'12" E a distance of 40.00 feet to a point on the East right-of-way line of Spring Valley Road, said point being the point of beginning of the tract to be described; thence continuing S 89°34'12" E a distance of 169.00 feet; thence N 00°00'00" E a distance of 159.00 feet to a point on the South right-of-way line of K-18 Highway; thence S 89°34'12" E along said right-of-way line a distance of 56.42 feet; thence S 21°37'48" E a distance of 95.33 feet; thence S 29°28'39" W a distance of 89.83 feet; thence S 43°49'43" W a distance of 82.38 feet; thence S 60°11'20" W a distance of 90.17 feet; thence S 83°42'53" W a distance of 81.56 feet to a point on the East right-of-way line of Spring Valley Road; thence N 00°00'00" E on said right-of-way line a distance of 122.70 feet to the point of beginning.

#### TRACT II

Indian Ridge Addition Unit No. Six (6) to Junction City, Kansas.

#### TRACT III

A tract of land located in the Northeast Quarter of the Northwest Quarter of Section Ten, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, being more particularly described as follows: Beginning at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of N 00°46'03" W along the West line of the Northeast Quarter of said Northwest Quarter a distance of 625.98 feet; thence N 69°46'37" E a distance of 397.91 feet to a point on the Westerly right-of-way line of US Highway 77; thence S 48°00'53" E along said Westerly right-of-way a distance of 457.49 feet; thence S 12°23'58" E continuing along said Westerly right-of-way a distance of 466.12 feet to a point on the South line of said Northeast Quarter of the Northwest Quarter; thence S 89°50'38" W along said South line a distance of 805.15 feet to the point of beginning.

#### TRACT IV

That portion of the Northeast Quarter of the Northwest Quarter of Section 10, Township 12 South, Range 5 East of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas lying East of U.S. Highway 77, subject to Highway 18 Right-of-Way.

#### Parcel # 47:

##### (47) LEGAL DESCRIPTION – GEARY COUNTY HISTORICAL SOCIETY TRACT

A tract of land in the Northwest Quarter of Section Ten (10), Township Twelve (12) South, Range five (5) East of the 6<sup>th</sup> Principal Meridian, Geary county, Kansas described as follows: Beginning at the Northwest corner of said quarter section, and running thence East 209 feet, thence South 209 feet, thence West 209 feet, thence North to the point of beginning; AND a tract of land located in the Northwest Quarter (NW ¼) of Section Ten (10), Township Twelve (12) South, Range Five (5) East of the Sixth Principal Meridian, Geary County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter (NW ¼); thence S 00°00'00" E along the West line of said Northwest Quarter (NW ¼) a distance of 209.00 feet; thence S 89°34'12" E a distance of 40.00 feet to a point on the East right-of-way line of Spring Valley Road, said point being the point of beginning of the tract to be described; thence continuing S 89°34'12" E a distance of 169.00 feet; thence N 00°00'00" E a distance of 159.00 feet to a point on the South right-of-way line of K-18 Highway; thence S 89°34'12" E along said right-of-way line a distance of 56.42 feet; thence S 21°37'48" E a distance of 95.33 feet; thence S 29°28'39" W a distance of 89.83 feet; thence S 43°49'43" W a distance of 82.38 feet; thence S 60°11'20" W a distance of 90.17 feet; thence S 83°42'53" W a

distance of 81.56 feet to a point on the East right-of-way line of Spring Valley Road; thence N 00°00'00" E on said right-of-way line a distance of 122.70 feet to the point of beginning. .

**Parcel # 52 and Parcel # 55:**

:

**(52)(55) LEGAL DESCRIPTION – MUNSON TRACT**

The Southwest Quarter of Section 3, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., Geary County, Kansas,

AND,

A parcel of land located in the Northwest Quarter of Section 3, Township 12 South, Range 5 East of the 6<sup>th</sup> P.M., Geary County, Kansas, described as follows: Beginning at the Quarter line on the West side of Section 3, Township 12 South, Range 5; N 7°32' E along the West line of said Section 3, 1328 feet; thence S 89°38' E, 1398.50 feet to the center of a now traveled public road; thence S 25°40' E along the center of a now traveled public road, 919 feet; thence S 48°57' E along the center of a now traveled public road, 481 feet; thence S 29°49' E along the center of a now traveled public road, 186.1 feet to the East and West Quarter line of the said Section 3; thence West on the East and West Quarter line of the said Section 3, 2425 feet to the point of beginning, containing 55.68 acres, more or less.

LESS and except;

Prairie Ridge Addition Unit No. 1 to Junction City, Kansas and Prairie Ridge Addition Unit No. 2 to Junction City, Kansas.

**Parcel # 53:**

**53) LEGAL DESCRIPTION – R J JOHNSON TRACT**

A tract of land in the Northwest Quarter of the Northwest Quarter of Section Three (3), Township Twelve South (12S), Range Five East (5E), and in the Southwest Quarter of Section Thirty-four (34), Township Eleven South (11S), Range Five East (5E) of the Sixth P.M., Geary County, Kansas, and described as follows: Beginning at a point on the South line of Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southeast corner of said Section 34; thence N 27°06'52" W a distance of 33.83 feet; thence N 79°48'22" W on the Easterly right of way line of Highway U.S. 77 extended for the county road entrance, a distance of 351.85 feet to said Easterly right of way line; thence Northerly on said right of way a distance of 1228.80 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 34; thence East on said North line a distance of 1169.00 feet to the East line of said Southwest Quarter of the Southwest Quarter; thence S 01°04'14" W on said East line a distance of 571.50 feet; thence N 88°18'37" W a distance of 491.00 feet; thence S 00°08'52" W a distance of 782.00 feet to a point 26.00 feet South of the South line of Section 34; thence N 89°35'56" W on a line parallel to said South line and 26.00 feet therefrom a distance of 223.50 feet; thence N 27°06'52" W a distance of 29.24 feet to the point of beginning, containing 26.1054 acres, more or less.

LESS and except the 2 following tracts:

A tract of land located in the Southwest Quarter of the Southwest Quarter Section Thirty-four (34), Township Eleven (11) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas, and described as follows: Commencing at a point on the South line of said Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southwest corner of said Section 34; thence N 26°48'09" W a distance of 33.99 feet; thence N 79°49'44" W on the Easterly Right-of-Way line of Highway U.S. 77 extended for the County Road entrance a distance of 50.00 feet; thence N 17°36'53" W a distance of 237.06 feet to the POINT OF BEGINNING of the tract to be described; thence N 00°07'55" E a distance of 233.56 feet; thence S 89°36'59" E on a line parallel with the South line of said Section 34 a distance of 373.53 feet; thence S 00°07'55" W a distance of 233.56 feet; thence N 89°36'59" W on a line parallel with the South line of said Section 34 a distance of 373.53 feet to the point of beginning. Contains 2.00 acres, more or less.

AND,

Russell J. Johnson Addition to Junction City, Kansas.

**Parcel # 54:**

**(54) LEGAL DESCRIPTION – C JOHNSON TRACT**

A tract of land located in the Southwest Quarter of the Southwest Quarter Section Thirty-four (34), Township Eleven (11) South, Range Five (5) East of the 6<sup>th</sup> Principal Meridian in Geary County, Kansas, and described as follows: Commencing at a point on the South line of said Section 34, Township 11 South, Range 5 East, said point being 617.48 feet East of the Southwest corner of said Section 34; thence N 26°48'09" W a distance of 33.99 feet; thence N 79°49'44" W on the Easterly Right-of-Way line of Highway U.S. 77 extended for the County Road entrance a distance of 50.00 feet; thence N 17°36'53" W a distance of 237.06 feet to the POINT OF BEGINNING of the tract to be described; thence N 00°07'55" E a distance of 233.56 feet; thence S 89°36'59" E on a line parallel with the South line of said Section 34 a distance of 373.53 feet; thence S 00°07'55" W a distance of 233.56 feet; thence N 89°36'59" W on a line parallel with the South line of said Section 34 a distance of 373.53 feet to the point of beginning. Contains 2.00 acres, more or less.

**Parcel # 56:**

**(56) LEGAL DESCRIPTION – DeJESUS TRACT**

A tract of land in the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., described as follows: Beginning at a point 271.4 feet South of the Northwest corner of the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East, said point of beginning being on the North and South Quarter line and in the center of a now traveled public road; thence S 37°41' E along the center of a now traveled public road, 957.7 feet; thence S 79°19' W, 720.34 feet to the North and South Quarter line of said Section 3; thence N 7°54' E, along the North and South Quarter line 900 feet to the point of beginning, containing 7 acres, more or less.

**Parcel # 57:**

(57) LEGAL DESCRIPTION – HELLAND TRACT

A tract of land in the Southeast Quarter of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., Geary County, Kansas, and described as follows: Beginning at the Southeast corner of Section Three (3), Township Twelve (12) South Range Five (5) East, thence West on the Section line 2644 feet to the Quarter stone; thence N 7°54' E on the North and South Center line of said Section Three (3) 2395 feet to the center of the Township Road; thence S 34°36' E down the center of the road 250 feet; thence S 38°21' E down the center of the road 1500 feet; thence S 75°21' E down the center of the road 125 feet; thence S 57°34' E down the center of the concrete slab 891.75 feet; thence S 42°43' E down the center of the concrete slab 600 feet to the point of beginning.

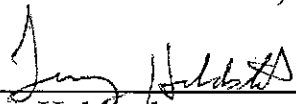
LESS and except the following tract;

A tract of land in the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East of the 6<sup>th</sup> P.M., described as follows: Beginning at a point 271.4 feet South of the Northwest corner of the Southeast Quarter (SE ¼) of Section Three (3), Township Twelve (12) South, Range Five (5) East, said point of beginning being on the North and South Quarter line and in the center of a now traveled public road; thence S 37°41' E along the center of a now traveled public road, 957.7 feet; thence S 79°19' W, 720.34 feet to the North and South Quarter line of said Section 3; thence N 7°54' E, along the North and South Quarter line 900 feet to the point of beginning, containing 7 acres, more or less.


SECTION 2: The above described tracts of land are eligible to be annexed by ordinance pursuant to K.S.A 12- 520.

SECTION 3: This Ordinance shall take effect from its publication once in the Junction City Daily Union.

**PASSED AND ADOPTED THIS 5th DAY OF December, 2006.**

  
Terry Heldstab  
Mayor

ATTEST:

  
Colleen Woodruff  
City Clerk  
ORD&RES/S-2888 (Annexation Spring Valley 06)

**AFFIDAVIT OF PUBLICATION**

**STATE OF KANSAS**

**GEARY COUNTY**

SS

VS.

Notice

Patrick Keefe, being first duly sworn,  
deposes and says: That he is Admngs of

**THE JUNCTION CITY DAILY UNION**

a daily newspaper printed in the State of Kansas, and published in and of general circulation in Geary County, Kansas, with a general paid circulation of more than 6,000 on a daily basis in Geary County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a daily published at least 305 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Junction City in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive Day (weeks, days), the first publication thereof being made as aforesaid on the 8 day of Dec, 2006, with subsequent publications being made on the following dates:

\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_

Subscribed and sworn to before me this 13th day of Dec, 2006,

Penny Nelson  
Notary Public  
NOTARY PUBLIC - State of Kansas  
PENNY NELSON  
My Appt. Exp. 01/03/09

My Commission expires: \_\_\_\_\_

Printer's Fee \$ 1116.28

Additional copies \$ \_\_\_\_\_

**ORDINANCE S-2889**

**AN ORDINANCE ANNEXING CERTAIN ROADWAYS ABUTTING  
THE CITY OF JUNCTION  
CITY PURSUANT TO K.S.A. 12-520 AND 12-520a**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF  
JUNCTION CITY, KANSAS:**

SECTION 1: The City of Junction City, Kansas hereby annexes the following described roadways into the City of Junction City, Kansas.

**Parcel # A:**

**LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
FROM OLD HIGHWAY 40 NORTH TO I-70 HIGHWAY**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY KANSAS, TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES AND DESCRIBED AS FOLLOWS;  
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22;  
THENCE ON AN ASSUMED BEARING OF N 00° 36' 04" W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD US 40 HIGHWAY;  
THENCE N 89° 23' 56" E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 6.22 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;  
THENCE N 01° 45' 51" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 261.80 FEET;  
THENCE N 01° 46' 56" E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 105.88 FEET;  
THENCE N 02° 45' 11" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 136.40 FEET;  
THENCE N 05° 31' 45" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 205.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF I-70 HIGHWAY;  
THENCE S 81° 56' 17" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 41.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE S 05° 31' 45" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 196.63 FEET;

THENCE S 02° 45' 11" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 138.96 FEET;  
THENCE S 01° 46' 56" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 107.46 FEET;  
THENCE S 01° 45' 51" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 260.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLD US 40 HIGHWAY;  
THENCE S 89° 23' 56" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING;  
CONTAINS 0.649 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # B:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTIONS 3 AND 4, T-12-S, R-5-E

A TRACT OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 1 OF WEST ACRES SUBDIVISION TO GEARY COUNTY SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE N 07° 17' 08" E ON AN ASSUMED BEARING ON A LINE PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 232.04 FEET TO THE CENTERLINE OF NOW VACATED SHOFFNER ROAD;  
THENCE S 89° 41' 02" W ALONG SAID CENTERLINE A DISTANCE OF 10.09 FEET TO A POINT 30.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 30.00 FEET WEST OF SAID EAST LINE OF SECTION 4 A DISTANCE OF 272.39 FEET;  
THENCE N 89° 41' 02" E ON A LINE PARALLEL TO THE CENTERLINE OF NOW VACATED SHOFFNER ROAD A DISTANCE OF 10.09 FEET TO A POINT 20.00 FEET WEST OF SAID EAST LINE OF SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 20.00 FEET WEST OF SAID EAST LINE OF SECTION 4 A DISTANCE OF 2125.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;  
THENCE S 89° 38' 42" W ALONG SAID SOUTH LINE A DISTANCE OF 10.09 FEET TO A POINT 30.00 WEST OF THE EAST LINE OF SAID SECTION 4;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 30.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 1339.99 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;  
THENCE N 89° 38' 02" E ALONG SAID SOUTH LINE A DISTANCE OF 10.09 FEET;  
THENCE N 07° 17' 08" E ON A LINE PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 672.69 FEET;

THENCE S 89° 39' 16" W A DISTANCE OF 5.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 JOHNSON'S BOAT-RV STORAGE ADDITION TO GEARY COUNTY, KANSAS;

THENCE N 07° 17' 08" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 130.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF US-77 HIGHWAY;

THENCE S 82° 42' 33" E A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF SPRING VALLEY ROAD RIGHT-OF-WAY;

THENCE CONTINUING S 82° 42' 33" E A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SPRING VALLEY ROAD RIGHT-OF-WAY;

THENCE S 07° 17' 08" W ON A LINE PARALLEL TO AND 20.00 FEET EAST OF THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2137.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE S 07° 17' 08" W ON A LINE PARALLEL TO AND 20.00 FEET EAST OF THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2629.96 FEET TO A POINT ON THE NORTH LINE OF K-18 HIGHWAY RIGHT-OF-WAY;

THENCE S 89° 42' 59" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 40.35 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # C**

**LEGAL DESCRIPTION – SPRING VALLEY ROAD  
ANNEXATION THRU I-70**

A TRACT OF LAND LOCATED IN SECTIONS 15, 16, 21 & 22, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, GEARY COUNTY, KANSAS, FOR ROAD ANNEXATION PURPOSES ONLY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 15, 16, 21 AND 22;

THENCE WEST ON THE SOUTH LINE OF SECTION 16 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST ALONG SAID SOUTH LINE OF SECTION 16 A DISTANCE OF 30.00 FEET;

THENCE NORTH AND 50.00 FEET WEST OF THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 239.70 FEET;

THENCE NORTHEASTERLY A DISTANCE OF 202.25 FEET TO A POINT 20.00 FEET WEST OF SAID EAST LINE OF SECTION 16;

THENCE EAST A DISTANCE OF 40.00 FEET TO A POINT BEING 20.00 FEET EAST OF THE WEST LINE OF SECTION 15;

THENCE SOUTHEASTERLY A DISTANCE OF 215.40 FEET TO A POINT BEING 100.00 FEET EAST OF SAID WEST LINE;

THENCE SOUTH 239.70 FEET TO THE NORTH LINE OF SECTION 22;

THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET;

THENCE SOUTH A DISTANCE OF 560.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 70 HIGHWAY;

THENCE WEST 110.00 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;

THENCE CONTINUING WEST A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD, SAID POINT ALSO BEING 20.00 WEST OF THE EAST LINE OF SECTION 21;  
THENCE NORTH A DISTANCE OF 560.30 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

**Parcel # D:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTION 9 & 10, T-12-S, R-5-E

A TRACT OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 12 SOUTH RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY, KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE S 89° 26' 04" W ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 40.00 FEET;  
THENCE N 00° 41' 46" W ON A LINE PARALLEL TO AND 40.00 WEST OF THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 2658.67 FEET;  
THENCE N 00° 41' 42" W ON A LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 2575.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY;  
THENCE S 89° 58' 44" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 80.00 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF SECTION 10;  
THENCE S 00° 41' 42" E ON A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 2574.63 FEET;  
THENCE S 00° 41' 46" E ON A LINE PARALLEL TO AND 40.00 FEET EAST OF SAID WEST LINE A DISTANCE OF 2659.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10;  
THENCE S 89° 39' 33" W ALONG SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINS 9.612 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel # E:**

LEGAL DESCRIPTION – SPRING VALLEY ROAD RIGHT-OF-WAY  
SECTIONS 15 & 16, T-12-S, R-5E

A TRACT OF LAND LOCATED IN SECTIONS 15 AND 16, TOWNSHIP 12 SOUTH, RANGE 5 EAST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN IN GEARY COUNTY, KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS;  
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16;  
THENCE ON AN ASSUMED BEARING OF N 00° 49' 04" W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 306.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-70 HIGHWAY SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED.

THENCE S 89° 10' 56" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE N 00° 49' 04" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1010.82 FEET;  
THENCE N 00° 47' 57" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.45 FEET;  
THENCE N 00° 48' 39" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.33 FEET;  
THENCE N 00° 48' 52" W PARALLEL TO THE EAST LINE OF SAID SECTION 16 AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1317.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;  
THENCE N 89° 26' 04" E ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 16;  
THENCE N 89° 39' 30" E ALONG THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD;  
THENCE S 00° 48' 52" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.25 FEET;  
THENCE S 00° 48' 39" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.35 FEET;  
THENCE S 00° 47' 57" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1317.47 FEET;  
THENCE S 00° 49' 04" E ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 1084.41 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE ON I-70 HIGHWAY;  
THENCE N 15° 13' 16" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 80.40 FEET;  
THENCE S 89° 10' 56" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15;  
THENCE S 00° 49' 04" E ALONG SAID WEST LINE A DISTANCE OF 3.72 FEET TO THE POINT OF BEGINNING;  
CONTAINS 9.129 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

END OF DESCRIPTION.

**Parcel #F**

**LEGAL DESCRIPTION – RUCKER ROAD RIGHT-OF-WAY**

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN GEARY COUNTY, KANSAS TO BE USED FOR CITY STREET RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ON AN ASSUMED BEARING OF N 89° 59' 24" W ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 126.20 FEET;  
THENCE N 00° 00' 36" E A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF RUCKER ROAD SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;  
THENCE CONTINUING N 00° 00' 36" E A DISTANCE OF 46.72 FEET;

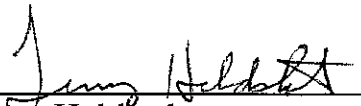
THENCE N 41° 38' 54" W A DISTANCE OF 434.81 FEET;  
 THENCE N 55° 16' 47" W A DISTANCE OF 616.25 FEET;  
 THENCE N 57° 13' 41" W A DISTANCE OF 489.85 FEET;  
 THENCE N 39° 02' 22" W A DISTANCE OF 1439.16 FEET;  
 THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2230.03 FEET, A  
 CHORD BEARING OF N 32° 48' 08" W, A CHORD DISTANCE OF 484.54 FEET, AND AN  
 ARC DISTANCE OF 485.50 FEET;  
 THENCE N 26° 33' 55" W A DISTANCE OF 179.16 FEET;  
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CHORD  
 BEARING OF N 38° 42' 05" W, A CHORD DISTANCE OF 159.78 FEET, AND ARC  
 DISTANCE OF 160.98 FEET;  
 THENCE N 50° 50' 16" W A DISTANCE OF 346.50 FEET;  
 THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 365.00 FEET;  
 A CHORD BEARING OF N 38° 06' 13" W, A CHORD DISTANCE OF 160.91 FEET, AND  
 AN ARC DISTANCE OF 162.24 FEET;  
 THENCE N 25° 22' 10" W A DISTANCE OF 839.19 FEET;  
 THENCE N 26° 15' 49" W A DISTANCE OF 241.51 FEET;  
 THENCE N 26° 08' 41" W A DISTANCE OF 1163.01 FEET TO A POINT ON THE  
 SOUTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 77;  
 THENCE N 81° 35' 30" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A  
 DISTANCE OF 62.99 FEET TO THE NORTHWEST CORNER OF HUNTERS RIDGE  
 ADDITION UNIT #1;  
 THENCE S 26° 08' 41" E ALONG THE WEST LINE OF HUNTERS RIDGE ADDITION  
 UNIT #1 A DISTANCE OF 1143.75 FEET;  
 THENCE S 26° 15' 49" E A DISTANCE OF 241.91 FEET;  
 THENCE S 25° 22' 10" E A DISTANCE OF 839.65 FEET;  
 THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 305.00 FEET, A CHORD  
 BEARING OF S 38° 06' 13" E, A CHORD DISTANCE OF 134.45 FEET, AND AN ARC  
 DISTANCE OF 135.58 FEET;  
 THENCE S 50° 50' 16" E A DISTANCE OF 346.50 FEET;  
 THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00 FEET A CHORD  
 BEARING OF S 38° 42' 05" E A CHORD DISTANCE OF 185.00 FEET , AN ARC  
 DISTANCE OF 186.40 FEET;  
 THENCE S 26° 33' 55" E A DISTANCE OF 179.16 FEET;  
 THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 2170.03 FEET, A CHORD  
 BEARING OF S 32° 48' 08" E, A CHORD DISTANCE OF 471.50 FEET, AN ARC  
 DISTANCE OF 472.44 FEET;  
 THENCE S 39° 02' 22" E A DISTANCE OF 99.62 FEET TO THE NORTHERLY LINE OF A  
 TRACT OF LAND AS DESCRIBED IN DEED BOOK 89, PAGE 1855 OF THE GEARY  
 COUNTY REGISTER OF DEEDS RECORDS;  
 THENCE S 65° 05' 30" W ALONG SAID NORTHERLY LINE A DISTANCE OF 10.00 FEET  
 TO THE NORTHWEST CORNER OF SAID TRACT;  
 THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID TRACT A DISTANCE  
 OF 117.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;  
 THENCE N 65° 58' 56" E ALONG THE SOUTHERLY LINE OF SAID TRACT A DISTANCE  
 OF 10.04 FEET TO THE NORTHWEST CORNER OF WRIGHT ADDITION UNIT #1 TO  
 JUNCTION CITY, KANSAS;  
 THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID WRIGHT ADDITION A  
 DISTANCE OF 595.74 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID WRIGHT  
 ADDITION;  
 THENCE N 37° 39' 38" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 21.90 FEET;

THENCE S 38° 42' 36" E ALONG THE WESTERLY LINE OF WRIGHT ADDITION UNIT #1 A DISTANCE OF 87.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WESTWOOD BOULEVARD; THENCE S 29° 15' 01" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 122.40 FEET TO THE NORTHWEST CORNER OF JOHNSON CREEK ADDITION;  
THENCE S 39° 02' 22" E ALONG THE WESTERLY LINE OF SAID JOHNSON CREEK ADDITION A DISTANCE OF 414.37 FEET;  
THENCE S 57° 13' 41" E ALONG SAID WESTERLY LINE A DISTANCE OF 481.27 FEET;  
THENCE S 55° 16' 47" E A DISTANCE OF 624.45 FEET;  
THENCE S 41° 38' 54" E A DISTANCE OF 571.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY;  
THENCE N 85° 37' 10" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 131.15 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS NOW OF RECORD.

SECTION 2: The above described roadways are eligible to be annexed by ordinance pursuant to K.S.A 12- 520.

SECTION 3: This Ordinance shall take effect from its publication once in the Junction City Daily Union.

**PASSED AND ADOPTED THIS 5th DAY OF December, 2006.**

  
Terry Heldstab  
Mayor

ATTEST:

  
Colleen Woodruff  
City Clerk

**AFFIDAVIT OF PUBLICATION**

**STATE OF KANSAS**

**GEARY COUNTY**

**SS**

**VS.**

Notice

Patrick Keefe, being first duly sworn,  
deposes and says: That the is Adm mgr of

**THE JUNCTION CITY DAILY UNION**

a daily newspaper printed in the State of Kansas, and published in and of general circulation in Geary County, Kansas, with a general paid circulation of more than 6,000 on a daily basis in Geary County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

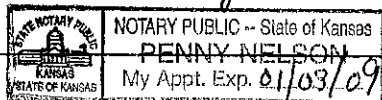
Said newspaper is a daily published at least 305 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Junction City in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive Day, the first (weeks, days) publication thereof being made as aforesaid on the 8 day of Dec, 2006, with subsequent publications being made on the following dates:

\_\_\_\_\_, 20 \_\_\_\_\_, 20 \_\_\_\_\_,  
\_\_\_\_\_, 20 \_\_\_\_\_, 20 \_\_\_\_\_,  
\_\_\_\_\_, 20 \_\_\_\_\_, 20 \_\_\_\_\_,

Subscribed and sworn to before me this 13th day of Dec, 2006,

Penny Nelson  
Notary Public



My Commission expires: \_\_\_\_\_

Printer's Fee \$ 547.70

Additional copies \$ \_\_\_\_\_

# PROPERTY OWNERS OBJECT TO CITY'S ANNEXATION PRO

By **RYAN D. WILSON**  
The Daily Union

The first reading of annexation in the southwest corner of the city brought objections from property owners. The annexation primarily affected pockets of lots of 15 property owners that the city had grown around with new development there.

The annexations smoothed out and lined up the southwest boundary, making it Spring Valley Road from Old Highway 40 to Rucker Road, Liberty Hall Road from Spring Valley Road to Rucker Road and Rucker Road from Whitney to the Faith Tabernacle Church to include the intersection of U.S. 77 and Rucker.

The primary reason for the annexation "is to square up boundaries and outline where city services start and where county services end," city manager Rod Barnes said.

"Something we want to avoid is islands and pockets," vice mayor Mike Rhodes said. When Mick McCallister, 1705 S. Spring Valley Road, said the city has a lot of islands and pockets in

other parts of the city, Rhodes replied, "We're trying to eliminate as many as we can."

Annexed properties would receive city water and sewer, better fire and police service and street upgrades to include street lights, curb and gutter, storm sewers and sidewalks, Barnes said.

Street improvements would be done by Spring 2008 on Spring Valley Road and by the end of 2008 on the rest of the roads. Because a flow of school children is expected on Spring Valley Road after the new middle school opens, the city would make a concerted effort to have sidewalks in place before the school opens.

Barnes suggested temporary sidewalks on a special assessment that would have the city at large pay for the sidewalks rather than the property owners along Spring Valley Road.

McCallister and a couple of other property owners objected to the annexation, saying paying a third more in property taxes and paying to hook up city water wasn't worth what they would

gain by being a part of the city, especially when property valuations there had risen 70 percent. "There's no advantage," he said. "For those 15 property owners there is no benefit."

Some annexed property owners would also prefer to stay on district water. However, a state statute requires cities make water available to everyone within city limits and a city ordinance requires everyone within Junction City be on city water.

Allowing agriculture within city limits, including fowl and livestock, and things like machinery creating blight were also concerns.

"The reason why we moved out there is so we could have these things," McCallister said.

City attorney Chuck Zimmerman assured property owners agriculture would be allowed in the residentially-zoned area even if it meant creating a special mixed agriculture/residential zoning classification.

City commissioner Mick Winder said those annexed didn't need to worry about blight if the property continues to be main-

tained as it had been.

"Nothing out there is a blight," he said. "Most everything out there is taken care of."

In other city business:

**NEW HORIZONS RV DEVELOPMENT** — In exchange for free land, the RV manufacturer will sell its current facility to the city for \$1.6 million and build a 45,000 square-foot facility at the Tom Neal Industrial Park on Spring Valley Road and I-70. The bigger site will have a bigger retail emphasis and a service center.

"The motivation behind streamlining it is to take the manufacturing emphasis with retail secondary and flip-flop that," said New Horizons owner Phil Brokenick. "I want this to be something spectacular."

**RIM ROCK DEVELOPMENT** — The city signed a development agreement with Central National Bank and authorized up to \$1.5 million in revenue bonds for the bank's Rimrock Project, which will expand the bank and add another floor.

**EAST CHESTNUT STREET PROJECT** — The city signed an agreement with KDOT to turn the railroad tracks from Street into five lanes. The city will pay 20 percent, KDOT will pay the other 80 percent.

**NEIGHBORHOOD TALIZATION** — Tax rates were approved for three \$100,000 homes at 224 W. 231 W. 10th and 739 W. 1. \$240,000 apartment retribution at 236 W. 9th and \$128,000 home at 420 W. 10th.

**SUB-DIVISION UPDATES** For this year, as of Nov. 1 single family and 236 multi-family units have been built a single and 236 multi-family under construction, according to Leon Osbourn, Kaw Valley manager.

**OTHER APPROVALS** Second reading, an ordinance adding paving alternatives to commercial properties in annexation, rezoning and an annexation for the Rivendell Addition; \$2,040 and \$1,740 for lots at 631 W. 11th and 7

## MISSION

CONTINUED FROM PAGE 1A

strict coordinator for Innovation in Schools and Community

Stacy Mayberry, left, and Linda Kidd look at turtles in one of the early childhood education classrooms Tuesday at the Larry



ing First program is new this year, Brenn said, and it focuses on helping young children read well at an early age.

But the center isn't just for students. It's also aimed at communi-

with the school, because v a lot of parents who have time communicating wi school because of their le barrier."

Walker said the plan was



# KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040  
Fax: 785.762.7744  
Web: www.kveng.com  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

June 7, 2016  
A15D7474

Engineer's Estimate of Probable Construction Cost  
For  
**Sanitary Sewer Extension for  
Spring Valley Road Area - Junction City, Kansas**

The below estimate has been developed using preliminary quantities from the aerial photo & lidar elevation. Unit costs have been estimated from historical construction cost data on similar projects in this area. Costs can vary substantially depending on contractors workloads and changes in price of materials at the time of construction.

**Option A - Connect to Manhole at Sumner Drive and Wyatt Lane**

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Connect to Existing Manhole	1	Ea.	\$1,500.00	\$ 1,500.00
2.	8" Main	180	L.F.	\$45.00	\$ 8,100.00
3.	Manholes	1	Ea.	\$2,500.00	\$ 2,500.00
4.	Street Crossing	1	L.S.	\$3,500.00	\$ 3,500.00
5.	Seeding	1	L.S.	\$1,000.00	\$ 1,000.00
<b>Total Construction Cost - Option A.....</b>					<b>\$ 16,600.00</b>

**Soft Costs**

Design Survey	\$ 1,000.00
Base Map	\$ 650.00
Design and Specifications	\$ 2,500.00
Construction Observations (40 hrs)	\$ 3,000.00
Bidding of Project	\$ 1,500.00
<b>Total Soft Costs</b>	<b>\$ 8,650.00</b>

**Total Project Cost - Option A \$ 25,250.00**

**Option B - Extend Sewer Main from Spring Valley Addition to Serve Lots along Spring Valley Road**

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Connect to Existing	1	Ea.	\$1,500.00	\$ 1,500.00
2.	8" Main	1130	L.F.	\$40.00	\$ 45,200.00
3.	Manholes	3	Ea.	\$2,500.00	\$ 7,500.00
4.	Road Crossing	1	Ea.	\$3,500.00	\$ 3,500.00
5.	Driveway Crossing	2	Ea.	\$1,000.00	\$ 2,000.00
6.	Seeding - Fence Removal	1	L.S.	\$5,000.00	\$ 5,000.00
<b>Total Construction Cost - Option B.....</b>					<b>\$ 64,700.00</b>

**Soft Costs**

Design Survey	\$ 3,500.00
Base Map	\$ 1,500.00
Design and Specifications	\$ 5,000.00
Construction Observations (80 hrs)	\$ 6,000.00
Bidding of Project	\$ 1,500.00
<b>Total Soft Costs</b>	<b>\$ 17,500.00</b>

**Total Project Cost - Option B \$ 82,200.00**

**Option C - Add Additional**

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	8" Main	593.96	L.F.	\$40.00	\$ 23,758.40
2.	Manholes	2	Ea.	\$2,500.00	\$ 5,000.00
3.	Driveways	4	Ea.	\$1,000.00	\$ 4,000.00
4.	Road Crossing	1	Ea.	\$3,500.00	\$ 3,500.00
5.	Seeding	1	Ea.	\$5,000.00	\$ 5,000.00
<b>Total Construction Cost - Option C.....</b>					<b>\$ 41,258.40</b>

**Soft Costs**

Design Survey	\$ 1,800.00
Base Map	\$ 900.00
Design and Specifications	\$ 3,000.00
Construction Observations (40 hrs)	\$ 4,500.00
Bidding of Project	\$ 1,500.00
<b>Total Soft Costs</b>	<b>\$ 11,700.00</b>

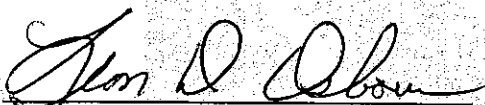
**Total Project Cost - Option C \$ 52,958.40**

**Option D**

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	8" Main	77.52	L.F.	\$40.00	\$ 3,100.80
2.	Manhole	1	Ea.	\$2,500.00	\$ 2,500.00
<b>Total Construction Cost - Option D.....</b>					<b>\$ 5,600.80</b>
Add to Option B					\$ 82,200.00
					<b>\$ 87,800.80</b>

**Options B + C + D = \$ 140,759.20**

**\$140,759.20/7 Units = \$ 20,108.46 Per Unit**



**Leon D. Osbourn, P.E., R.L.S.**

LDO:slm

\\VMJC-FILE\projects\A\15\_7474\Design\7474 Cost Estimate Sanitary Sewer Ext Spring Valley RD Area.xlsx]Sheet1



**Backup material for agenda item:**

- a. Executive Session for Attorney-Client Privilege.

**City of Junction City**

**City Commission**

**Agenda Memo**

06-15-2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Executive Session Attorney-Client Privilege**

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**Recommended Motion:** I move to enter into an executive session for Attorney-Client Privilege for 10 minutes to include the City Manager, City Attorney, and Assistant City Manager.